

If the requirement of three (3) years industrial experience is waived in whole or in part when an employee is first hired, such waiver shall carry forward with respect to the basic qualification for promotion, but shall not be applicable to industrial experience requirements under any equivalent. It is acknowledged that teaching personnel are no longer required to complete VIE-143, Teaching of Technical Subjects.

21.1.1. Candidates for promotion to a higher rank shall be screened by the Faculty Advisory Promotion Committee (the "F.A.P.C.") for compliance with minimum, objective qualifications which shall be published by the Board or its designee and as set forth in Appendix A.

### 21.1. ELIGIBILITY FOR PROMOTION

Promotion is defined as the advancement in rank by a teaching Faculty Member within the college. The normal expectation for promotion from Instructor to Assistant Professor is after three (3) years of service.

## PROMOTION

### ARTICLE XXI.

- a. Such time-off shall be utilized during the calendar year in which it is accrued.
- b. No additional pay shall be substituted for such time-off.

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

- |                  |                        |                 |                    |                       |                        |               |                     |
|------------------|------------------------|-----------------|--------------------|-----------------------|------------------------|---------------|---------------------|
| Independence Day | Labor Day              | Columbus Day    | Veterans Day       | Thanksgiving Day      | Day after Thanksgiving | Christmas Day | Day after Christmas |
| New Year's Day   | Martin Luther King Day | Presidents' Day | Lincoln's Birthday | Washington's Birthday | Good Friday            | Memorial Day  |                     |

- 21.1.2. The F.A.P.C. recommendations shall be submitted and reviewed by the President who shall submit his/her recommendations to the Board. In exceptional circumstances, after consultation with the F.A.P.C., the President may recommend a waiver of qualifications to the Board. Fulfillment of the minimum formal requirements for promotion to a higher rank shall determine eligibility for promotion only, and shall guarantee no right to a promotion, which right shall remain with the sole discretion of the Board.
- 21.2. CRITERIA FOR PROMOTION**
- 21.2.1. In granting a promotion to a higher academic rank, the criteria for ranking eligible candidates and the weights attributed to such criteria shall be as determined by the Board or its designee and as contained in Appendix A, subject to paragraph 21.2.2 below.
- 21.2.2. After consultation with the Federation, such criteria may be changed by the Board, provided the revised criteria are distributed at least two (2) months before an evaluation is conducted for the purpose of any such promotion.
- 21.3. FACULTY ADVISORY PROMOTION COMMITTEE**
- 21.3.1. The Board recognizes the important role of the F.A.P.C. in the promotion process. The F.A.P.C. and the President shall meet to consult before such submission. After receiving the recommendations of the F.A.P.C., the President may consult System Office administrative personnel and other Presidents subsequent to such discussions and prior to submitting his/her recommendations to the Board, the President shall notify the F.A.P.C. of his/her recommendations.
- 21.3.2. Discussion among the Presidents and System Office administrative personnel shall be for the general purpose of coordinating recommendations with a view towards uniformity of administration, and may include discussion of budgetary considerations and the requirements of collective bargaining agreements and Board policy. Such discussion does not involve substantive review of the merits of individual applicants.
- 21.3.3. The President's final recommendations are submitted by the Chancellor to the Board at the June meeting.



## ARTICLE XXII.

### LAYOFFS

#### 22.1. REDUCTION IN FORCE

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

#### 22.2. METHODS OF REDUCING THE WORKFORCE

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

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

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

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

22.2.3.1. The Employer may lay off on a systemwide basis or may limit the layoff to a specific department or technology. For the purposes of this Article, the library and counseling office at each college shall be considered a department.

22.2.3.2. In accordance with Section 22.2.3.1,

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

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

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

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

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

above, the order of layoff of bargaining unit members shall be as follows:



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

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

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

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

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

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

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

- 22.2.3.6. Seniority shall be defined as current, continuous service measuring from the Employee's most recent date of appointment or most recent date of hire to a bargaining unit position. Part-time bargaining unit employees shall accrue seniority without regard to the number of hours worked. Within sixty (60) days after the effective date of this Agreement, the Employer shall provide the Federation with a seniority list of bargaining unit employees.
- 22.2.3.7. Notice of Layoffs. The Employer shall give at least twelve (12) months' notice of layoff. Such notice does not apply to the bumpee under paragraph 22.2.4 below.
- 22.2.4. Recall. Employees who have been laid off shall be eligible for recall for a period of two years to a position at any college in the same department from which they were laid off or in a department in which they previously served. The order of recall shall be the most senior qualified employee for the available position. Employees shall receive notice of recall opportunities by registered letter at their last known address. A recalled employee must respond by registered letter within fifteen (15) calendar days. After the passage of fifteen (15) calendar days, recall rights shall be lost for that position and the next senior qualified employee for the available position shall be recalled. For two years after a layoff, the President of the Federation shall be notified of any bargaining unit positions to be filled in the System.
- 22.2.5. Scope of Grievance Arbitration. The determination of whether to reduce the workforce, the scope of reduction of the workforce, the determination of what part of the workforce to reduce and the determination of qualifications for reassignment or bumping shall not be grievable or arbitrable.
- 22.2.6. Expedited Grievance-Arbitration. Grievances involving or affecting a reduction in force shall be expedited as follows:
- a. Filled with the Chancellor within seven (7) calendar days, with or without a meeting;
  - b. Written response within seven (7) calendar days, with or without a meeting;
  - c. Arbitrator to be selected who can hear the case within twenty (20) days;
  - d. Decision to be rendered within five (5) calendar days after the close of the hearing.



### ARTICLE XXIII.

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

##### 23.1. DEFINITION

A part-time teaching Faculty Member on special appointment is defined as an employee who is hired to teach at least 7.5 contact/credit hours but less than 12 contact/credit hours in any one semester. A part-time teaching Faculty Member on a regular appointment is defined as an employee obligated by the terms of his/her appointment to teach more than 15 but less than 24 contact/credit hours per academic year.

##### 23.2. RATES OF PAY

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

##### 23.3. FRINGE BENEFITS

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

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

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

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



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

**ADDITIONAL TEACHING**

**ARTICLE XXIV.**

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

**23.6. TRAVEL EXPENSES AND REIMBURSEMENTS**

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.

**23.5. COURSE PRIVILEGES**

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

**23.4. PROFESSIONAL RESPONSIBILITIES**

Part-time unit employees who are rehired with one year leave shall continue to be available to unit members who are rehired with one year of separation from employment.

**23.3.5. Sick and Vacation Leave.** Annual sick and vacation

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

**EXTENT OF AGREEMENT**

**ARTICLE XXVIII.**

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

**LEGISLATIVE ACTION**

**ARTICLE XXVII.**

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

**SAVINGS CLAUSE**

**ARTICLE XXVI.**

The Board and the Federation shall agree on galley and final "page" proofs prior to the press run. Arrangements for printing and distribution shall be subsequently agreed to by the parties. The Board shall provide a copy of this Agreement to each new Faculty Member pursuant to Article IX. The Federation shall distribute a copy of this Agreement to all current members of the bargaining unit.

**PRINTING AND DISTRIBUTION OF AGREEMENT**

**ARTICLE XXV.**

Therefore, the parties for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Provided, however, in the event a reorganization of the State College System is mandated by the Legislature, the Board will negotiate with the Federation over the impact such reorganization has on bargaining unit members.

**ARTICLE XXIX.**

**NEGOTIATIONS**

**29.1. MATTERS SUBJECT TO COLLECTIVE BARGAINING**

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

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

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

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

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



29.3. SUCCESSOR NEGOTIATIONS

Not later than January 1, 2001, the Board and the Federation shall begin negotiations for a successor agreement to be effective July 1, 2001.

ARTICLE XXX.

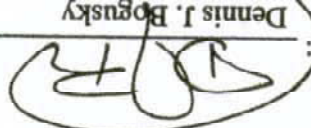
TERM AND DURATION OF AGREEMENT

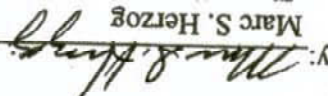
This Agreement shall be effective July 1, 1997, and shall expire June 30, 2001.

Reopener negotiations shall take place in accordance with the agreement between the Board and the Coalition of the Federation, the Congress and AFSCME as provided in Appendices I, J and K.

SIGNATURES OF THE PARTIES TO THIS AGREEMENT

BOARD OF TRUSTEES OF  
COMMUNITY-TECHNICAL COLLEGES  
FEDERATION OF TECHNICAL  
COLLEGE TEACHERS, AFT, LOCAL 1942,  
AFL-CIO

By:   
Dennis J. Bogusky  
President

By:   
Marc S. Herzog  
Chancellor

	1997-98 & 1998-99	1999 - 00	2000 - 01
Librarian (10-month)	\$1,187	\$1,210	\$1,253
Instructor	\$1,272	\$1,300	\$1,348
Librarian (12-month)	\$1,424	\$1,452	\$1,504
Assistant Professor	\$1,488	\$1,520	\$1,576
Counselor (10-month)	\$1,513	\$1,543	\$1,597
Associate Professor	\$1,736	\$1,772	\$1,836
Counselor (12-month)	\$1,816	\$1,852	\$1,916
Professor	\$1,984	\$2,024	\$2,096

The full increment value for longevity purposes shall be:

**LONGEVITY**

**SCHEDULE A**

**SCHEDULE B**

Board of Trustees of Community-Technical Colleges

**1997-98 Faculty Salary Schedule**

Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Instructor	\$34,895	\$36,047	\$37,199	\$38,351	\$39,503	\$40,655	\$41,807	\$42,959	\$44,111	\$45,263	\$46,415	\$47,567	n/a	n/a
Assistant Professor	\$37,687	\$38,932	\$40,177	\$41,422	\$42,667	\$43,912	\$45,157	\$46,402	\$47,647	\$48,892	\$50,137	\$51,382	\$52,627	n/a
Associate Professor	\$42,571	\$43,977	\$45,383	\$46,789	\$48,195	\$49,601	\$51,007	\$52,413	\$53,819	\$55,225	\$56,631	\$58,037	\$59,443	\$60,849
Professor	\$48,854	\$50,465	\$52,076	\$53,687	\$55,298	\$56,909	\$58,520	\$60,131	\$61,742	\$63,353	\$64,964	\$66,575	\$68,186	\$69,797

GW I =	2.00%
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1998-99 Faculty Salary Schedule

Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Instructor	\$35,593	\$36,768	\$37,943	\$39,118	\$40,293	\$41,468	\$42,643	\$43,818	\$44,993	\$46,168	\$47,343	\$48,518	n/a	n/a
Assistant Professor	\$38,441	\$39,711	\$40,981	\$42,251	\$43,521	\$44,791	\$46,061	\$47,331	\$48,601	\$49,871	\$51,141	\$52,411	\$53,681	n/a
Associate Professor	\$43,422	\$44,856	\$46,290	\$47,724	\$49,158	\$50,592	\$52,026	\$53,460	\$54,894	\$56,328	\$57,762	\$59,196	\$60,630	\$62,064
Professor	\$49,831	\$51,474	\$53,117	\$54,760	\$56,403	\$58,046	\$59,689	\$61,332	\$62,975	\$64,618	\$66,261	\$67,904	\$69,547	\$71,190

GWI =	2.00%
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1999-2000 Faculty Salary Schedule

Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Instructor	\$36,305	\$37,504	\$38,703	\$39,902	\$41,101	\$42,300	\$43,499	\$44,698	\$45,897	\$47,096	\$48,295	\$49,494	n/a	n/a
Assistant Professor	\$39,210	\$40,505	\$41,800	\$43,095	\$44,390	\$45,685	\$46,980	\$48,275	\$49,570	\$50,865	\$52,160	\$53,455	\$54,750	n/a
Associate Professor	\$44,290	\$45,753	\$47,216	\$48,679	\$50,142	\$51,605	\$53,068	\$54,531	\$55,994	\$57,457	\$58,920	\$60,383	\$61,846	\$63,309
Professor	\$50,928	\$52,504	\$54,180	\$55,856	\$57,532	\$59,208	\$60,884	\$62,560	\$64,236	\$65,912	\$67,588	\$69,264	\$70,940	\$72,616

GWI =	2.00%
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**2000-01 Faculty Salary Schedule**

Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Instructor	\$37,576	\$38,817	\$40,058	\$41,299	\$42,540	\$43,781	\$45,022	\$46,263	\$47,504	\$48,745	\$49,986	\$51,227	n/a	n/a
Assistant Professor	\$40,582	\$41,922	\$43,262	\$44,602	\$45,942	\$47,282	\$48,622	\$49,962	\$51,302	\$52,642	\$53,982	\$55,322	\$56,662	n/a
Associate Professor	\$45,840	\$47,354	\$48,868	\$50,382	\$51,896	\$53,410	\$54,924	\$56,438	\$57,952	\$59,466	\$60,980	\$62,494	\$64,008	\$65,522
Professor	\$52,607	\$54,342	\$56,077	\$57,812	\$59,547	\$61,282	\$63,017	\$64,752	\$66,487	\$68,222	\$69,957	\$71,692	\$73,427	\$75,162

GWI =	3.50%
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Board of Trustees of Community-Technical Colleges

1997-98 Salary Schedule

AFT Counselors  
AFT Librarians

AFT Counselor (12-month) - 1997-98 GWI= 2.00%																
Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Counselor (12-month)	\$47,138	\$48,694	\$50,250	\$51,806	\$53,362	\$54,918	\$56,474	\$58,030	\$59,586	\$61,142	\$62,698	\$64,254	\$65,810	\$67,366	\$68,922	\$70,478

AFT Librarian (12-month) - 1997-98 GWI= 2.75%																
Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Librarian (12-month)	\$41,322	\$42,687	\$44,052	\$45,417	\$46,782	\$48,147	\$49,512	\$50,877	\$52,242	\$53,607	\$54,972	\$56,337	\$57,702	\$59,067	\$60,432	\$61,797

**1998-99 Salary Schedule**

AFT Counselors  
AFT Librarians

AFT Counselor (12-month) - 1998-99 GWI= 2.00%																
Group/Step Counselor (12-month)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	\$48,081	\$49,668	\$51,255	\$52,842	\$54,429	\$56,016	\$57,603	\$59,160	\$60,777	\$62,364	\$63,951	\$65,538	\$67,125	\$68,712	\$70,299	\$71,886

AFT Librarian (12-month) - 1998-99 GWI= 2.75%																
Group/Step Librarian (12-month)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	\$42,458	\$43,861	\$45,264	\$46,667	\$48,070	\$49,473	\$50,876	\$52,279	\$53,682	\$55,085	\$56,488	\$57,891	\$59,294	\$60,697	\$62,100	\$63,503

1999-2000 Salary Schedule

AFT Counselors  
AFT Librarians

EFFECTIVE 8/27/99

AFT Counselor (12-month) – 1999-2000 GWI= 2.00%																
Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Counselor (12-month)	\$49,043	\$50,662	\$52,281	\$53,900	\$55,519	\$57,138	\$58,757	\$60,376	\$61,995	\$63,614	\$65,233	\$66,852	\$68,471	\$70,090	\$71,709	\$73,328

AFT Librarian (12-month) – 1999-2000 GWI= 2.75%																
Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Librarian (12-month)	\$43,626	\$45,068	\$46,510	\$47,952	\$49,394	\$50,836	\$52,278	\$53,720	\$55,162	\$56,604	\$58,046	\$59,488	\$60,930	\$62,372	\$63,814	\$65,256



1999-2000 Salary Schedule

AFT Counselors  
AFT Librarians

EFFECTIVE 9/10/99

AFT Counselor (12-month) - 1999-2000

Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Counselor (12-month)	\$47,308	\$48,886	\$50,480	\$52,090	\$53,716	\$55,358	\$57,016	\$58,691	\$60,383	\$62,092	\$63,818	\$65,561	\$67,321	\$69,099	\$70,895	\$72,709	\$74,541

AFT Librarian (12-month) - 1999-2000

Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Librarian (12-month)	\$43,626	\$45,082	\$46,553	\$48,039	\$49,540	\$51,056	\$52,587	\$54,133	\$55,694	\$57,271	\$58,864	\$60,473	\$62,098	\$63,739	\$65,396	\$67,070	\$68,761

**2000-2001 Salary Schedule**

AFT Counselors  
AFT Librarians

**AFT Counselor (12-month) – 2000-2001 GWI= 4.25%**

Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Counselor (12-month)	\$49,319	\$50,963	\$52,623	\$54,300	\$55,994	\$57,705	\$59,433	\$61,178	\$62,940	\$64,720	\$66,518	\$68,334	\$70,168	\$72,020	\$73,891	\$75,781	\$77,690	\$80,018

**AFT Librarian (12-month) – 2000-2001 GWI= 4.25%**

Group/Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Librarian (12-month)	\$45,480	\$46,998	\$48,531	\$50,079	\$51,642	\$53,221	\$54,816	\$56,427	\$58,054	\$59,697	\$61,356	\$63,032	\$64,725	\$66,435	\$68,162	\$69,906	\$71,667	\$73,446

**1997-2001  
Part-Time Lecturer Rates**

	Less Than 18 Hours	More Than 18 Hours
Fall 1997	\$775	\$834
Fall 1998	\$839	\$903
Fall 1999	\$873	\$940
Fall 2000	\$904	\$973



SCHEDULE C

**TABLE OF RANK AND MINIMUM QUALIFICATIONS \***

Classification	Minimum Qualifications Approved by the Board of Trustees	Standard Equivalencies
Professor	Master's and 10 years	6 <sup>th</sup> and 9 years Doctorate and 8 years
Associate Professor	Master's and 7 years	6 <sup>th</sup> and 6 years Doctorate and 5 years
Assistant Professor	Master's and 4-6 years	6 <sup>th</sup> and 3 years Doctorate and 2 years
Instructor	Master's and 0-2 years	6 <sup>th</sup> year
Librarian	Master's and 1-4 years incl. 0-2 years supv.	6 <sup>th</sup> and 1-3 years incl. 0-2 supv.
Counselor	Master's and 2-5 years incl. 0-2 years supv.	6 <sup>th</sup> and 1-4 years incl. 0-2 supv.

\* These are the minimum qualifications established by the Board on October 16, 1989 for each classification. The Board action also authorizes the Chancellor to establish specific minimums for each type of position assigned to that classification and to establish qualifications less than the minimum in order to meet market conditions.

**SCHEDULE D**

Value of Step for Purposes of Reclassification of Non-Teaching Employees

12 Month Employees		1997-98	1998-99	1999-2000	1999-2000	2000-2001
	Group	\$739	\$759	\$780	\$850	\$890
8		\$764	\$785	\$807	\$878	\$921
9		\$797	\$819	\$842	\$918	\$962
10		\$835	\$858	\$882	\$961	\$1,006
11		\$880	\$904	\$929	\$1,012	\$1,060
12		\$931	\$957	\$983	\$1,071	\$1,122
13		\$989	\$1,016	\$1,044	\$1,138	\$1,191
14		\$1,071	\$1,100	\$1,130	\$1,231	\$1,290
15		\$1,161	\$1,193	\$1,226	\$1,336	\$1,399
16		\$1,256	\$1,291	\$1,327	\$1,446	\$1,514
17		\$1,365	\$1,403	\$1,442	\$1,571	\$1,645
18		\$1,479	\$1,520	\$1,562	\$1,702	\$1,806
19		\$1,611	\$1,655	\$1,701	\$1,853	\$1,941
20		\$1,749	\$1,797	\$1,846	\$2,011	\$2,106
21		\$1,910	\$1,963	\$2,017	\$2,197	\$2,302
22						
10 Month Employees						
	Group	1997-98	1998-99	1999-2000	1999-2000	2000-2001
8		\$616	\$632	\$650	\$708	\$741
9		\$637	\$654	\$673	\$732	\$767
10		\$664	\$682	\$702	\$765	\$801
11		\$696	\$715	\$735	\$801	\$838
12		\$734	\$754	\$774	\$843	\$883
13		\$776	\$797	\$819	\$892	\$935
14		\$824	\$846	\$870	\$948	\$993
15		\$892	\$917	\$942	\$1,026	\$1,075
16		\$968	\$994	\$1,022	\$1,113	\$1,166
17		\$1,047	\$1,076	\$1,106	\$1,205	\$1,262
18		\$1,138	\$1,169	\$1,202	\$1,309	\$1,371
19		\$1,232	\$1,267	\$1,302	\$1,418	\$1,505
20		\$1,343	\$1,380	\$1,418	\$1,544	\$1,618
21		\$1,458	\$1,498	\$1,538	\$1,676	\$1,755
22		\$1,592	\$1,636	\$1,681	\$1,831	\$1,919

APPENDIX A

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

I. REQUIREMENTS FOR PROMOTION

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

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

A. Teaching Effectiveness

1. Displays imaginative techniques, effective methods of communication and mastery of subject matter in teaching.
2. Develops and uses innovative teaching materials.

1. Demonstrates an understanding of and encouragement of student growth.
2. Demonstrates commitment to the College mission and the programs.

B. Scholarship and Professional Growth

1. Completion of additional courses and degrees.
2. Honors and awards received from learned or professional societies.



3. Papers read at meetings of professional or learned societies.
4. Membership and activity in learned or professional societies.
5. Publications including contributions to professional literature.
6. Participation in seminars, workshops, conferences.
- C. Contributions to Student, Department, College, and Community Welfare
1. Advances the best interests and objectives of the college, the faculty, and the students by active participation in committees and/or community activities.
2. Provides leadership and sponsorship of student or extra-curricular activities.
3. Demonstrates outstanding efforts in special phases of the college program, publications, placement, public relations, recruitment and retention.
4. Makes special contributions to the department.
- a. Supervises and prepares laboratory or instructional materials and equipment.
- b. Enhances departmental communications with the college and student body.
- c. Provides assistance in the administrative work of the department.
- d. Contributes to syllabus and curriculum improvement.
- e. Preparation of Grant proposals.
5. Contributes to stimulating growth in teaching skills of others by providing assistance to less experienced members of the faculty; demonstrations and participation in panels or forums of educational and cultural nature within the department or on a college wide basis.

Whenever a teaching Faculty Member voluntarily accepts an offer of employment to teach a grant or contract-funded course (regardless of the location of where the course is taught or whether said course is for credit or not), he/she shall be

GRIEVANCE SETTLEMENT  
(Grant or Contract-funded Courses)

APPENDIX C

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

Appendix A, Section III.B (Procedures for Promotion)

SIDE LETTER

APPENDIX B

- A. The President of each college will be responsible for selecting and recommending a Faculty Member for promotion.
- B. To assist the President in his/her selection, he/she will request of the faculty to submit to him/her the names of nine staff members. From these nine names, he/she will select six staff members who will be appointed to a Faculty Advisory Promotion Committee.
- C. The Faculty Advisory Promotion Committee will screen all applicants for minimum academic requirements and evaluate the merits of each applicant. After evaluation, the Committee will submit its findings to the President.
- D. It is the responsibility of the staff member to submit to the President of the college an application for promotion, on a form which the Board will make available, with supporting documentation.

III. PROCEDURES FOR PROMOTION

This letter confirms the Board's commitment to provide the Federation with an opportunity to contribute to the development of the evaluation

Dear Jim and Dennis:

Re: Development of Evaluation Process

Mr. Dennis J. Bogusky  
President  
Federation of Technical College  
Teachers, Local 1942, AFL-CIO  
Norwalk State Technical College  
181 Richards Avenue  
Norwalk, Connecticut 06854

James C. Ferguson, Esq.  
Ferguson and Doyle  
1783 Wilbur Cross Parkway  
Berlin, Connecticut 06037

December 12, 1990

SIDE LETTER

APPENDIX D

compensated at market driven rates, as determined by the Employer and the individual bargaining unit member. Said rates shall not be subject to the grievance and/or arbitration provisions of the Parties' collective bargaining agreement. For these purposes, a "grant- or contract-funded course" shall be defined as any course whose funding derives from a grant from a public sector or private entity (for example, a contract with Pratt & Whitney or a grant from the Connecticut Department of Labor).

Recognizing that the parties have not sought to re-negotiate the provisions of above paragraph, the parties hereby confirm the continuing applicability of this paragraph to the compensation of teaching faculty who voluntarily accept additional employment for such courses.



process described in Article 11. It is presently contemplated that the Board Office, which may include members of management, will develop an initial draft proposal. The Federation will be provided with a copy of this draft at the same time as the draft is circulated for comment to the Management as a whole.

Sincerely,

Jackson W. Foley, Jr.

APPENDIX E

MEMORANDUM OF AGREEMENT

**Applicable To Courses Which Are Assigned To Level I or Level II Part-Time Faculty Members Or Which Are Part Of A Full-time Faculty Member's 24 Contact/Credit Hour Workload:**

The parties recognize that a semester configuration of less than the fifteen/sixteen week norm may be desirable. It is agreed that the fifty-minute contact/credit hour standard may be adjusted to accommodate such alternative semester configuration. Therefore, the parties agree that the alternate semester configuration shall be derived by dividing 750 minutes by the alternative number of weeks, e.g. 750 minutes divided by 14 weeks = 53.5 minutes per week for each contact/credit hour.

Grant or Industry related programs which are assigned as part of the regular workload of Faculty Members may necessitate substantially reduced week semesters (such as the Gateway Community College Automotive Program). When such programs are identified, the parties shall meet to resolve any concerns caused by such alternative scheduling.

**Applicable To Courses Covered By APPENDIX C:**

The Employer may determine the number of weeks and the contact/credit hours which shall be contained in courses covered by Appendix C to the Full-time/Level II Agreement.

In the course of negotiations, the parties have identified shared concerns regarding the professional responsibilities of teaching faculty beyond those associated with classroom instruction and related duties. The parties recognize that, as professionals, teaching faculty are expected to extend their services to meet other institutional needs related to the mission, goals, and priorities of the college and System. Further, the parties acknowledge that the employer has the responsibility and the right to require the satisfactory fulfillment of appropriate additional responsibilities as part of the teaching workload requirement set forth in Section 8.3.1.2 and to evaluate the quality of services rendered under the provision as part of the employee's overall evaluation.

To this end, each college shall publish and distribute to all members of the teaching faculty a comprehensive statement of its institutional mission, goals and priorities. At the conclusion of the spring semester, on or before June 1, each faculty member will submit a report indicating the specific activities that were undertaken to meet the obligation of Section 8.3.1.2. The report shall recommend additional responsibilities for the following year. The report will also be included in the faculty member's professional file and be considered for purposes of evaluation. The employer will determine whether the statement satisfies the obligations specified in Section 8.3.1.2, and is consistent with the priorities of the college and the System.

It is contemplated that questions regarding additional responsibilities may be resolved by means of correspondence or discussions during the summer months. Unit members shall not be required to participate in any such discussion and the employer shall incur no liability as the result of any such discussion.

Should it be determined that the statement does not satisfy this intent or that there are other priorities, the employer will so notify the faculty member on or before September 1. The faculty member will be encouraged to file an amended statement within fifteen days of receiving this notice. The employer will confer with the faculty member upon the request of the faculty member and make a reasonable effort to reach agreement on the additional responsibilities. By September 15, or as soon thereafter as possible, the employer shall provide a

**LETTER OF AGREEMENT RE:**  
**ADDITIONAL RESPONSIBILITIES OF TEACHING FACULTY**

**APPENDIX F**



The parties understand that the computer literacy language of Section 8.3.5.1.(g) and Section 8.3.7.(d) shall not be interpreted as requiring Faculty Members, Counselors and Librarians to possess each and every skill listed in those sections. Rather, it is the parties' understanding that Faculty Members, Counselors and Librarians should possess strong computer/information literacy skills and that they possess such skills required for the full and effective performance of their positions. To the extent that Faculty Members, Counselors and Librarians need to improve their computer/information literacy skills, the parties encourage them to engage in Professional Development activities designed to gain or strengthen such literacy skills. The parties have provided additional funds (\$11,893) for this exclusive purpose, which may include group training, although Professional Development funds may also legitimately be used for this purpose. The parties further recognize that it is not reasonable to require employees to

### RE: COMPUTER LITERACY

#### APPENDIX H

The Side Letter regarding Additional Responsibilities includes a mechanism for building in significant peer input designed to re-energize and better organize Additional Responsibilities. The peer teams shall have access to all reports upon complete Additional Responsibilities so that they may better guide the following year's Additional Responsibilities. If the parties are unable to agree on the mechanism for building in peer input, the mechanism shall be subject to arbitration before Tim Bornstein, however any resulting mechanism shall not alter the managerial review provided above.

### RE: ADDITIONAL RESPONSIBILITIES

#### APPENDIX G

This is a statement of intent and is not subject to grievance/arbitration, nor shall it diminish the rights of the employer under Article VII.

statement of additional responsibilities to the faculty member, which shall be a part of the professional file. It is recognized that circumstances may necessitate alteration in the additional responsibilities during the academic year. Changes may be initiated by either the employer or the faculty member, but must be approved by the employer.



acquire, retain, or use computer literacy skills if they do not have regular workplace access to computer hardware and that management is responsible for providing access to the computer hardware to the extent it seeks to require or encourage the acquiring, retaining, or use of such skills.

**APPENDIX I**

**AGREEMENT TO REOPEN NEGOTIATIONS EFFECTIVE MAY 15, 1998**

Section 1. The parties agree to reopen this Agreement, effective May 15, 1998, for the purpose of negotiating the language of the following sections/subsections:

4Cs Agreement Article X, Section 1(i)  
Article X, Section 3A, but not Section 3A(2)

AFT Agreement Article II, Contact/Credit Hour Paragraph Section 8.3.1.  
Section 8.3.5.1.(c)  
Section 8.3.5.1.(i)  
Section 8.3.5.1.(k)  
Section 8.3.6.1.(e)  
Section 8.3.6.1.(g)  
Section 8.4  
All references to Contact/Credit hours, and all references in contracts to numbers of Contact/Credit Hours

Section 2. If the parties to the negotiations have not reached full agreement upon the sections set forth in Section 1, above, by June 30, 1998, they shall submit the matter to interest arbitration pursuant to the State Employee Relations Act. No costs shall be produced by said arbitration beyond those set forth in the Agreement. Said arbitration shall commence no later than August 1, 1998.

Section 3. The ground rules for said interest arbitration shall be:

Section 1.	The parties agree to reopen this Agreement, effective October 1, 1998, for the purpose of negotiating all language of the Agreement except:
	4CS Agreement
	Article X, Section 1
	Article X, Section 2
	Article X, Section 3A
	Article X, Section 4
	Article X, Section 5
	Article XX
	Article XXI
	Article XXV
	DC/PC Agreements (economics closed)
	AFSCME/4CS Agreement
	Article X, Section 1
	Article X, Section 2A

**AGREEMENT TO REOPEN NEGOTIATIONS**  
**EFFECTIVE OCTOBER 1, 1998**

**APPENDIX J**

(a) The arbitrator shall be Roberta Golick, provided she is available for the schedule set forth in Section 2, above. If she is not so available, the parties shall select another arbitrator within two weeks of learning of her lack of availability. If the parties have not selected an arbitrator within said two weeks, they shall ask the American Arbitration Association to administer the arbitration pursuant to its then-current Rules of Voluntary Labor Arbitration.

(b) The Coalition and the Board shall each present a single last best offer ("LBO") on each issue, with the understanding that neither party shall put forth LBO which would result in disparate or differential working conditions for employees depending upon the identity of their collective bargaining representative, except that nothing contained herein shall prevent the AFT from arbitrating separate issues as to 1) whether or not the Permanent Referee shall have a role in connection with release time; and, 2) the language of Sections 8.3.5.1.(c), 8.3.5.1.(k), 8.3.6.1.(e), and 8.3.6.1.(g). As part of this understanding, the parties agree that all teaching faculty workload changes shall cost 2% of total annual salaries, as costed pursuant to the costing understanding set forth in this Agreement.

Section 1. The parties agree to reopen this agreement effective June 1, 1999, to negotiate the following matters only:

a) The salary structure governing years 3 and 4 of the agreement, specifically, the minimums and maximums of ranges, and whether the

**AGREEMENT TO REOPEN NEGOTIATIONS EFFECTIVE JUNE 1, 1999**

**APPENDIX K**

Section 2. If the parties to the negotiations have not reached full agreement upon the sections set forth in Section 30.2, above, by February 15, 1999, they shall submit the matter to interest arbitration pursuant to the State Employee Relations Act. No costs shall be produced by said arbitration beyond those set forth in this agreement. Said arbitration shall commence no later than April 1, 1999.

DC/PC Agreements (economics closed)

- Section 23.6.
  - Section 23.4.
  - Section 23.3.
  - Section 23.2.
  - Section 23.1.
  - Article XX
  - Article XIX
  - Article XVII
  - Article XVI
  - Section 8.3.4. (as to release time)
  - Section 8.3.19.
  - Section 8.3.9.
  - Section 8.3.8.
  - Section 8.3.6.
  - Section 8.3.5.
  - Section 8.3.1.
  - Article II, Credit Hours definition
- AFT Agreement
- Article XXV
  - Article XXI
  - Article XX
  - Article X, Section 2C



The parties recognize that as part of this Agreement, they have made changes to harmonize faculty workload which in and of themselves do not address the parties' mutual desire to increase the productivity, visibility, and effectiveness of the System. However, the parties have further agreed to make changes designed to energize and organize Additional Responsibilities, as well as other mutually agreed-upon changes coming through such labor-management committees as the parties may establish (e.g., a retaining committee), and through ongoing labor-management efforts to maximize the productivity of the System and the

**POTENTIAL SUNSET PROVISIONS**

**APPENDIX M**

Commencing on or about May 15, 1998, the parties shall meet to select a trainer for mutual gains bargaining. If the parties cannot agree on a trainer by June 1, 1998, they shall request the Federal Mediation and Conciliation Service to appoint one. Mutual gains bargaining shall begin no later than July 15, 1998. The parties agreement to engage in mutual gains bargaining shall not result in the delay of any dates set forth herein, except by mutual agreement. However, the dates set forth herein shall not cause a cessation or delay in the aforesaid training, which shall be applied to such labor-management issues as are practical and reasonable to apply mutual gains bargaining to in light of the agreed-upon time constraints.

**MUTUAL GAINS BARGAINING**

**APPENDIX L**

Section 2. If the parties to the negotiations have not reached full agreement upon the matters set forth in Section 1, above, by July 1, 1999, they shall submit the matter to interest arbitration pursuant to the State Employee Relations Act. Said arbitration shall commence no later than August 1, 1999.

b) Whether program coordinators receiving release time as an alternative to cash payments that would otherwise be due under the parties' agreements, should receive any cash supplement to such release time.

parties should continue using increments or some other method of providing adjustments within range.

Currently, it is the Board's intention that all technology programs will have a field practice, internship or cooperative educational experience.

AGREEMENT RE: SELECTION AND COMPENSATION OF  
TECHNOLOGY PROGRAM COORDINATORS

APPENDIX N

effectiveness of its service to the community. The parties believe that these changes will result in long-term benefits to the System and will increase its effectiveness in carrying out its statutory missions. The parties are agreed that the productivity, visibility, and effectiveness of their efforts need to be measured in terms of its FTE (and equivalent non-credit based) student and student contact hour impact, and in terms of its effect on the vibrancy of the colleges, their relationship with the communities they serve, and the System's overall ability to carry out its mission of serving students and being a resource to the communities. Among the strategies which may be used to increase productivity, are teaching a fifth course in lieu of performing Additional Responsibilities, distance learning, and reducing non-department Chair, non-Program Coordinator release time through more focused and meaningful Additional Responsibilities. Therefore, if the System's productivity, visibility and effectiveness are not meaningfully improved by the parties' efforts by December 31, 2000, as compared to what it would have been absent those efforts, the workload of the teaching faculty will automatically revert to the workload which existed during the 1997-1998 academic year effective with the commencement of the 2000-2001 academic year. If the Board of Trustees believes that this sunset provision is applicable, it shall inform the Coalition no later than January 15, 2001, of its intent to invoke this provision. Thereafter, should the Coalition disagree with the determination of the Board of Trustees, the question will be determined by a grievance arbitrator, in accordance with the arbitration provisions of the 1993-97 AFT contract, provided that the Coalition must file a grievance challenging the Board of Trustees' determination at Step 4, no later than February 15, 2001, or 30 days from the Board of Trustees' written notice of intent, whichever is earlier. Recognizing that, for the bulk of the teaching faculty, 80% of a Faculty Member's duties are teaching duties and 20% are Additional Responsibilities, the parties shall preserve and maintain records showing the 1997-98 academic year FTE (and equivalent non-credit) measures, as well as all statements regarding Additional Responsibilities which are operative for the 1997-98 academic year, which the parties agree are relevant to the arbitral determination. However, nothing herein shall limit the right of either party to collect or present such additional evidence as is relevant and material to the disposition of the issue.



Agreement, made and entered into by the Congress of Connecticut Community Colleges ("the Congress") and the Federation of Technical College Teachers, Local 1942, American Federation of Teachers ("the Federation") hereafter referred to as "the unions", and the Board of Trustees of the Community-Technical Colleges, hereafter referred to as "the Board". Where a portion of the Agreement relates to a specific union or unions, the Agreement shall refer to the Congress or the Federation.

MERGED COLLEGE ACADEMIC STRUCTURES  
(DEPARTMENT CHAIR AGREEMENT)

APPENDIX O

- The Federation and the Board agree as follows:
1. The President, after consultation with the dean in charge of technology programs, will designate the technology program coordinators. A faculty member presently designated as "department chair" of a technology program will be given first consideration as a coordinator of that program.
  2. For 1994-95, technology program coordinators will be considered category II program coordinators. For 1995-96, a technology program coordinator will remain in category II, provided he/she coordinates a field practicum, internship or cooperative education experience as an integral part of his/her program. For those technologies where field practica, internships or cooperative educational experiences are suitable, the management of each college will work with the coordinators to incorporate such an educational component in the coordinators' programs. A coordinator who has not made substantial progress toward full implementation by the Spring of 1995 will be compensated as a category I coordinator for 1995-96, unless his or her lack of substantial progress is caused by the management of the college failing to work with him or her as called for above.
  - It is understood that management may determine that field practica, internships or cooperative educational experiences are not suitable for some technologies, in which case the coordinators for those technologies shall be placed in category I.
  3. For 1994-95 and 1995-96, coordinators compensated as category II coordinators will receive a combination of release time and cash compensation. This provision shall sunset and expire on June 30, 1996.
  4. This Agreement and the practice under it shall not constitute a precedent and may not be asserted except to enforce its terms.



This Agreement follows from a decision by the Board to merge the separate academic organizations of the five merged community colleges so that each college has a single academic structure.

The parties agree as follows:

1. That they fully bargained with respect to the impact of the Board's decision, including compensation for academic supervision, and that the Agreements reached are set forth in this document. However, it is understood that this Agreement does not purport to resolve issues or affect any party's rights with respect to unit placement.

2. To the extent that this Agreement modifies a term of the Collective Bargaining Agreement between the union and the Board, the terms of this Agreement shall control.

3. Disputes with respect to the interpretation of this Agreement shall be subject to the following grievance resolution mechanism:

- a. Grievances may be filed by either union at Board level. The non-filing union shall be a necessary party to said grievance with the right to be present and heard.
- b. Grievances shall be resolved utilizing the procedure outlined in Article 8.4 of the 1990-1993 Collective Bargaining Agreement between the Federation and the Board.
- c. The arbitrator shall not substitute his judgment for that of the employer or make a decision which has the effect of substituting his judgment for that of the employer with respect to academic judgments.

4. It is understood that the Agreement with respect to the implementation of the new academic structures is modified to take cognizance of the date of this Letter of Agreement, so that implementation will occur for the Fall Semester, 1994. The department chairs will be selected and announced by June 2 or as soon thereafter as is feasible.

5. Department chairs shall be given release time for their chair duties based upon the number of full-time equivalent (FTE) faculty they directly supervise.

- a. FTE faculty shall be determined by adding the number of active full-time faculty as of the beginning of the Fall Semester and the average number of full-time equivalent part-time members during

c. Department Chairs shall receive \$100 per FTE faculty member in the department for their ongoing responsibility for department business. In accordance with the present practice, it is recognized that department chairs and teaching Faculty Members with administrative responsibility may devote time to the department's business during the summer and intersessions. When it is necessary for a department chair or other teaching faculty member with administrative responsibility to devote considerable time to department business during the summer, and a mutually agreed-upon schedule is worked out, the appropriate dean, with the approval of the President, may authorize additional days of compensation at \$202 per day, not to exceed 20 days.

FTE Department Faculty Supervised	Released Credit Hours (Congress-annual)	Released Contact Hours (Federation-Annual)	Compensation Range
1 - 3.99	6	8	\$ 100+
4 - 9.99	9	11	\$ 400+
10 - 16.99	12	15	\$1,000+
17 - 25.99	15	19	\$1,700+
26 or more	18	23	\$2,600 plus \$100 per FTE faculty member in the department over 26

b. The total FTE faculty will be determined by adding the total full-time faculty and the total FTE part-time faculty. The total FTE part-time Congress faculty will be determined by dividing the total number of credits taught for the Fall and Spring Semesters by 24. The total FTE part-time Federation faculty will be determined by dividing the total number of contact hours taught for the Fall and Spring Semesters by 30.

the Fall and Spring Semesters of the previous academic year. In departments which have program coordinators supervising faculty in their programs/disciplines, chairs will receive release-time credit for supervising coordinators but not for faculty in the coordinators' programs/disciplines.



Whereas, the parties recognize that the impact of the Letter of Agreement re: Merged College Academic Structures has resulted in unintended adverse consequences; and,

## DEPARTMENT CHAIRS (UNINTENDED CONSEQUENCES)

### APPENDIX P

- Further, it is agreed that the costs which result from the implementation of this Agreement for 1995-96 shall be a part of the cost structure for the Congress contract for that fiscal year. This cost shall be submitted in any arbitration as a stipulated issue and shall not be deemed to have any impact on the arbitrator's decision with respect to any other compensation item.
7. It is understood that any additional costs which result from the implementation of this Agreement for 1994-95 shall be taken from funds currently available under the Congress contract. The parties understand the additional cost shall be substantially as outlined the Board's costing dated April 22, 1994 (appended hereto), plus the \$35,000 reflected in paragraph 6 above, minus the one hundred and forty four thousand dollars for summer work and the \$64,165 for conversion of division directors to department chairs (Capital Community-Technical College).
  6. In consideration of the fact that the new academic organization represents a departure from the existing structure under the Federation contract, a non-recurring lump sum payment of \$35,000 dollars shall be divided on a per capita basis to each member of the Federation bargaining unit employed on June 3, 1994. Said distribution shall be made on or before the last pay period in September of 1994.
  - d. A department chair who supervises 17 or more FTE faculty, may not receive more than 12 credit hours (Congress) or 15 contact hours (Federation) of release per academic year. In such case, the appropriate dean, in consultation with a department chair, and with approval of the President, may allocate part of the release time assigned to the department to another member of the department, who may be referred to as an academic discipline coordinator, to assist with administrative duties. For situations in which the employer determines that there is no suitable person to perform the work, the department chair shall be paid \$255 for each FTE beginning with the 17<sup>th</sup> FTE.



This is to confirm the understanding of the parties that part-time faculty who are retained to partially replace full-time faculty granted release time are not included in department FTE calculations if: (a) The released faculty member does not report to the department chair for the released activities; and (b) the release is not for supervisory responsibilities under the department chair and program coordinator agreements. The departments FTE calculations will continue to include full credit for the full-time faculty member, as provided by the agreement(s) among the parties.

## TREATMENT OF PTL CALCULATION FOR DEPARTMENT CHAIRS

### APPENDIX Q

1. Department chairs who work in an academic structure in which division directors have administrative responsibilities for the department will be paid \$100 per FTE faculty in the department. This is in addition to release time for part-timers which is provided for in the tentative agreement of May 24, 1994.
2. For departments which have program coordinator(s) supervising faculty in the program(s), chairs will receive release-time credit for FTE faculty in the program on a prorata basis of 1 to 10. The foregoing is in addition to the compensation credit set out in paragraph 5 of the Letter of Agreement.
3. The parties agree to bargain over whether it is appropriate to include as a compensable factor non-Faculty Members who are supervised by members of an academic department. If the parties fail to reach agreement on this issue, it shall be subject to an expedited interest arbitration. Any additional costs resulting from the arbitrator's award shall be subject to paragraph 4, below.
4. Any additional costs resulting from this agreement for 1994-95 and 1995-96 shall be taken from funds available under the Federation contract (1992-93 professional development dollars).
5. The accommodations set out herein, including any costs pursuant to paragraph 3, above, shall terminate at the end of 1995-96 and may not be asserted as precedent by either party.

Now, therefore, the parties agree as follows:

Whereas, the parties desire to ameliorate these consequences;

4. The parties agree that nothing contained in the 1997-2001 Coalition Agreement or any other applicable agreement, nor shall any practice of the parties

- a. All fellows selected at non-merged colleges shall be placed in the Congress bargaining unit;
- b. A fellow selected at Capital Community College shall be placed in the AFSCME bargaining unit;
- c. Fellows selected at Gateway Community College and at Naugatuck Valley Community College shall be placed in the Congress bargaining unit;
- d. Fellows selected at Norwalk Community College and at Three Rivers Community College shall be placed in the Federation bargaining unit;
- e. The fellow selected for the Chancellor's Office shall be placed in the Congress bargaining unit. The placement of the Chancellor's Office fellow in a bargaining unit shall not be asserted as a precedent.

- follows:
3. It is contemplated that there will be thirteen fellows in each appointment year, one at each college and one in the Chancellor's Office. The parties agree that the scheme for bargaining unit placement of fellows shall be as follows:
  2. The parties further agree that monies set aside for the Minority Fellowship Program that have been carried forward from prior years shall be used for such program-related activities as the parties may mutually agree to support.
  1. The parties agree that dollars contained in separate contract accounts for purposes of the Minority Fellowship Program shall be pooled for use in support of the Program, irrespective of the College or System Office location of the particular fellow, mentor or activity being funded. Expenditure of minority fellowship dollars shall be subject to agreement by all parties.
- Agreement made this 17<sup>th</sup> day of May 2000 by and between the Congress of Connecticut Community Colleges ("the Congress"), AFSCME Local 1303-148, Council 4 ("AFSCME"), the Federation of Technical College Teachers, AFT ("the Federation") and the Board of Trustees of Community-Technical Colleges ("the Board") respecting the Community College System Minority Fellowship Program.

**MINORITY FELLOWSHIP PROGRAM**

**APPENDIX R**



- The parties have agreed to the following with respect to the compensation of part-time athletic coaches in the Congress, AFT and AFSCME bargaining units:
1. This memorandum of agreement resolves all issues, which were or could have been raised regarding the terms of the Spring 1998 settlement agreement which provided that "There shall be a joint study committee created to look at harmonizing coaching compensation. Any increases in total dollars recommended by the committee and approved/ratified by both the coalition and the Board of Trustees shall be paid for with existing contract funds".
  2. The parties have adopted a new compensation structure for part-time athletic directors and coaches for the 1999-2000 and 2000-01 academic years, as indicated on Attachment A. The new harmonized structure replaces the 1977 "community college" grid and the rates of pay in Article 16 of the AFT contract and shall be included in the three contracts (i.e., AFT, CCCC and Congress/AFSCME merged agreement).
  3. The new structure has two tiers for coaches as noted below:
    - Major Sports: basketball, baseball, soccer, softball and football.
    - Minor Sports: golf, tennis, cross-country, track, volleyball, field hockey, and all other sports unless the parties otherwise agree
  4. Employees will be placed on the new salary grid in accordance with the following:
    - a. Individuals employed in the CTC system as athletic coaches during the 1998-99 and 1999-2000 year will be placed on the 1999-2000

**COMPENSATION OF ATHLETIC COACHES**

**APPENDIX S**

5. The Union agrees to indemnify and save the Board harmless from any claims arising out of or resulting from any deduction of dues or fees from the stipend paid to minority fellows. In the event any agency or court of competent jurisdiction orders the Board to rebate to fellows the service fee or any portion thereof, the Union agrees to hold the Board harmless for said deduction by returning the agency fee which has been deducted for the period involved.
- respecting the deduction of dues and fees from the stipends paid to minority fellows be offered as evidence for any purpose in any negotiation between the Board and the Coalition unions, or any of them, or in any proceeding that may be commenced before the State Board of Labor Relations or before any court.



- grid, at the closest step which does not result in a decrease from the 1997-98 salary.
- b. Individuals previously employed in the CTC system as athletic coaches, but not employed as coaches during 1998-99 shall be placed at the minimum salary.
- c. New athletic coaches will be placed at the minimum salary.
- d. Athletic directors will be placed at the minimum salary.
- 5. Coaches who work in 1999-2000 and return in 2000-2001 shall move from their step on the 1999-2000 grid to one-step higher on the 2000-01 grid. Athletic directors who work in 1999-2000 and return in 2000-01 shall move from step one of the 1999-2000 grid to step two of the 2000-01 grid.
- 6. Increases to the athletic director and coach compensation schedule, and continuation of step increases beyond the 2000-01 year are subject to future negotiation and funding.
- 7. Recognizing that athletic programs vary in size and scope, the parties have agreed that colleges with fledgling athletic programs may compensate part-time Athletic Directors at a rate which is 85% of the rates noted in Attachment A. The parties do not contemplate payment of the reduced rate for more than three years.
- 8. The following rules shall govern the placement of part-time Athletic Directors and Coaches into the three bargaining units:
  - a. Full-time faculty and administrators who are engaged as athletic directors or coaches for additional compensation shall remain in their current bargaining unit (i.e., Congress, AFSCME or AFT)
  - b. Employees whose only employment obligation is part-time athletic director or coach shall be placed in either the Congress or AFT bargaining units based upon the following:
    - 1. Athletic directors and coaches at the seven non-merged colleges (Asnuntuck, Housatonic, Manchester, Middlesex, Northwestern, Quinebaug Valley, Tunxis) shall be placed in the Congress bargaining unit.
    - 2. Athletic directors and coaches at the five merged colleges (Capital, Gateway, Naugatuck Valley, Norwalk, Three Rivers) shall be placed in the Congress or AFT unit in accordance with this schedule:

- The first athletic director or coach goes into the Congress
  - The second athletic director or coach goes into the AFT
  - The third athletic director or coach goes into the Congress
  - The fourth athletic director or coach goes into the Congress
  - The fifth athletic director or coach goes into the Congress
  - The sixth athletic director or coach goes into the AFT
  - The seventh athletic director or coach goes into the Congress
  - The eighth athletic director or coach goes into the Congress
  - The ninth athletic director or coach goes into the Congress
  - The tenth athletic director or coach goes into the AFT
  - The eleventh athletic director or coach goes into the Congress
  - The twelfth athletic director or coach goes into the Congress
  - The thirteenth athletic director or coach goes into the Congress
  - The fourteenth athletic director or coach goes into the AFT
3. Unit placement decisions at the merged colleges are done college by college, one year at a time as indicated in 8.b.2 above. The parties recognize that this methodology may result in employees changing bargaining units each year.
9. Neither party will assert the characteristics (e.g., salary ranges, step values, step advancement) of the athletic director and coach compensation structure as precedential with respect to the salary structures of other bargaining unit employees, including but not limited to, other part-time Educational Assistants, part-time lecturers, full-time administrators or faculty.
10. Rollout dollars in the existing collective bargaining accounts will be used to cover the cost of implementation of this agreement. Funding requirements will be determined by comparing the total amount spent on coaches in 1997-98 with the total amount spent in 1999-2000 and 2000-01, with the difference coming from contract accounts. The Board will provide the unions with an analysis of the cost of implementation.

\*2000-01 grid based upon increase of 5% over 1999-00 grid. Returning coaches get 5% GWI plus step on the grid.

2000-01	Step w/5%	Step 1	Step 2	Step 3	Step 4	Step 5
ATHLETIC DIRECTOR	656	7,665	8,321	8,977	9,633	10,289
MAJOR SPORT	Coach	473	5,250	5,723	6,196	6,669
Asst. Coach	263	3,150	3,413	3,676	3,939	4,202
MINOR SPORT	Coach	168	2,100	2,268	2,436	2,772
Asst. Coach	84	1,050	1,134	1,218	1,302	1,386

(5% over 1999-2000)

**2000-2001\***

1999-00	Step Value	Step 1	Step 2	Step 3	Step 4	Step 5
ATHLETIC DIRECTOR	625	7,300	7,925	8,550	9,175	9,800
MAJOR SPORT	Coach	450	5,000	5,450	5,900	6,350
Asst. Coach	250	3,000	3,250	3,500	3,750	4,000
MINOR SPORT	Coach	160	2,000	2,160	2,320	2,480
Asst. Coach	80	1,000	1,080	1,160	1,240	1,320

1999-2000

**Attachment A**



APPENDIX T

MEMORANDUM OF AGREEMENT

Expenditure of 2%

AGREEMENT entered into this 5<sup>th</sup> date of May, 1999, between the Board of Trustees of Community-Technical Colleges (the "Board") and a Coalition comprised of the Congress of Connecticut Community Colleges, the Federation of Technical College Teachers, Local #1942, and Local 1303, Chapter 148, Council 4, AFSCME (the "Coalition").

WHEREAS, on April 6, 1998, the parties hereto entered into a collective bargaining agreement which in relevant part provided that:

"In connection with the parties' efforts to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative, the parties agree that, during the 1998-99 contract year, they shall devote 2% of total annual salary base as of April, 1998, to harmonize teaching faculty workload. The manner in which the parties harmonize the work loads of teaching faculty members and non-teaching professionals shall be subject to further negotiations and, if necessary, interest arbitration in accordance with the language of the reopeners;"

WHEREAS, said collective bargaining agreement was duly submitted to the Connecticut General Assembly on April 6, 1998, and, by operation of law, became binding upon the parties;

WHEREAS, the complex nature of the subject matter of harmonization of workload prevented the parties from reaching agreement and the parties are currently engaged in an interest arbitration concerning that subject; and

WHEREAS, the parties desire that the funds provided for in the above-quoted provision not lapse at the conclusion of the 1999 Fiscal Year, said funds being necessary to the accomplishment of the harmonization goals mutually desired by the parties;

NOW, THEREFORE, in consideration of the foregoing premises and the undertaking so the parties set forth below, the parties

agree as follows:

1. The two percent (2%) of total annual salary base as of April, 1998, dedicated by the parties' collective bargaining agreements to harmonize teaching faculty workload shall not lapse if it is not disbursed or expended by the conclusion of the 1999 Fiscal Year. This provision shall supersede any conflicting state statute or regulation.
2. The parties shall expend the amount described in Section 1, hereof, as follows:
  - a. In view of the reorientation which will be required of teaching faculty members as workloads are harmonized, the Board shall pay each teaching faculty member who was on the Board's full-time payroll continuously from September 3, 1997 through April 29, 1999, a lump sum payment of One Thousand Dollars (\$1,000). The Board shall attempt to process the payroll for said payment within thirty (30) days after this Agreement is approved by the Connecticut General Assembly, but in no event shall processing of the payroll be completed beyond sixty (60) days after said approval.
  - b. By mutual agreement of the Board and the Coalition, up to Two Hundred Thousand Dollars (\$200,000) may be expended to resolve disputes which presently exist arising out of the implementation of various provisions of the parties' 1997-2001 collective bargaining agreements. The parties shall commence discussions regarding said disputes within fifteen (15) days after this Agreement is approved by the Connecticut General Assembly and shall exert their best efforts to finalize those discussions by September 15, 1999.
  - c. The two percent (2%) of total annual salary base as of April, 1998, dedicated by the parties' collective bargaining agreements to harmonize teaching faculty workload, less amounts expended pursuant to paragraphs 2(a) and 2(b), hereof, shall be expended by mutual agreement of the parties for the harmonization of teaching faculty workload and related issues, subject to the limitation that no portion of said funds shall be utilized for wage-type payments to employees. The parties understand that professional development, retraining and similar programs are not wage-type payments under the provisions of this paragraph. If the parties have not reached agreement upon the expenditures contemplated by this subsection 2(c) on or before January 15, 2000, they hereby agree to enter into an expeditious arbitration before arbitrator Roberta Golick to decide which party's last best offer to award in connection therewith (the "2%")



2. The lab/clinical/studio ratios reflected above shall be implemented prospectively beginning with the Summer 2000 semester. In addition, retroactive adjustments

- For every hour an adjunct faculty member teaches in a science or technology lab, the faculty member shall be credited with teaching one contact/credit hour. For example, a faculty member teaching a biology course which involves three lecture hours per week and three lab hours per week shall be compensated for 6 contact/credit hours.
- For adjunct faculty in all other disciplines, lab/clinical/studio hour shall be .826:1, i.e., for every one hour in lab/clinical/studio, the faculty member shall be recognized as teaching .826 of one hour. For example, a faculty member teaching an art course which has three lecture hours per week and three studio hours, the faculty member shall be compensated for a total of 5.48 contact/credit hours (i.e., 3 lecture hours plus .826 x 3 studio hours).

1. The workload of Part-time Lecturers teaching credit courses with Lab/clinical/studio components (including full-time faculty who teach for additional employment) shall have the following ratios applied in determining the value of the course for which they will receive compensation:

Whereas the parties are in agreement that it is in their mutual interest, as well as in the interest of the community they serve, that the same lab/clinical/studio ratios should be applicable to both full-time faculty and Part-time Lecturers, the parties have agreed as follows:

Whereas the parties agreed to postpone negotiations concerning lab/studio/clinical ratios for Part-time Lecturers until after receipt of the Golick arbitration award for full-time faculty, and

Whereas the parties have recently been involved in bargaining and interest arbitration before the Honorable Roberta Golick, concerning the workload for full-time faculty teaching credit courses, and

**AGREEMENT CONCERNING LAB/CLINICAL/STUDIO RATIOS**  
**FOR PART-TIME LECTURERS**

**APPENDIX U**

Arbitration). In that arbitration, if any, the parties hereby agree that any or all portions of the record of the 1998-99 interest arbitration before arbitrator Roberta Golick may be made a part of the record of the 2% Arbitration upon the application of either party.



Monies shall be made available to provide for paid leaves. The nature of such leaves and the conditions under which they may be granted by the Board shall be the subject of consideration by a joint committee, whose recommendation shall be subject to agreement, including agreed-to-modification, by the parties.

### NURSING/DENTAL FACULTY PAID LEAVES

#### APPENDIX W

This records the understanding of the parties that the changes in ratios effected by the agreement concerning lab/clinical/studio ratios for part-time lecturers are subject to the supplemental letter of agreement concerning Potential Sunset Provisions.

### PART-TIME LECTURERS

#### ADDENDUM TO AGREEMENT RE: LAB/CLINICAL/STUDIO RATIOS FOR

#### APPENDIX V

- will be provided to Lecturers who taught courses in the Fall 1999 or Spring 2000 semesters at ratios which were less than those in paragraph number one above. Adjustments will be provided consistent with the following:
- a. Adjustments for adjunct faculty who taught courses during the Fall 1999 semester shall be paid no later than April 21, 2000, or 60 days following approval by the General Assembly, whichever is later.
  - b. Adjustment for adjunct faculty who taught courses during the Spring 2000 semester shall be paid no later than June 16, 2000 or 60 days following approval by the General Assembly, whichever is later.
3. Part-time Lecturers compensated in the Fall 1999 or Spring 2000 at ratios which were more favorable than those reflected in paragraph number one above shall have no obligation to return any portion of the compensation they were paid.
  4. The unions agree not to claim that Part-time Lecturers should have been in the principal bargaining unit as a result of application of the new ratios retroactively for the fall 1999 and spring 2000 semesters.

1. Both unit members and management are encouraged to identify potential areas for retraining. It is the expectation of the parties that either the bargaining unit member or management would suggest a retraining program for a unit member or members.
2. The Chancellor may approve retraining programs within the limits of funds provided under the Collective Bargaining Agreement. Priority may be given to unit members in those areas or programs which may be subject to reduction or elimination.
3. The general allocation to the colleges of dollars made available under Article XXI of the Collective Bargaining Agreement shall be by agreement between the Board and the union. In addition, on each campus there shall be a Retraining Committee composed of an equal number of management and bargaining unit representatives, the size of the committee to be determined by the college President. The committee shall publicize retraining opportunities and, where practicable, review and rank proposals in order of their merit. The committee shall submit its recommendations to the President who will forward them, with his/her recommendations, to the Chancellor, who shall make the final determination. The decision of the Chancellor shall be final.
4. The parties intend that the dollars allocated shall be distributed.

In the course of negotiations, the parties have identified the need to foster and encourage retraining and redirection of staff competencies. While the parties recognize that it is often difficult to identify new areas of need and to anticipate areas for retraining, it is agreed that both unit members and management share a responsibility to be aware of and to plan for such changes. Accordingly, the parties have agreed that they shall inform all members of the professional staff, through a joint letter, of their commitment to provide retraining opportunities as outlined herein.

**RETRAINING**

**APPENDIX Y**

Monies shall be made available to the colleges for payments to nursing and dental course leaders at the rate of \$2,000 per semester for each individual who fulfills such responsibilities and compensation may be shared by more than one individual on a pro-rata basis.

**NURSING/DENTAL COURSE LEADERS**

**APPENDIX X**

- Agreement made this 19<sup>th</sup> day of December, 2000 by and among the Congress of Connecticut Community Colleges ("Congress") and the Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO ("Federation") (collectively "the Union") and the Board of Trustees of Community-Technical Colleges ("the Board" or "the employer"). The parties mutually agree as follows:
1. It is in the mutual interest of the parties to have a systematic basis for determining unit placement of faculty, counselor and librarian positions as between the Federation and Congress bargaining units at the five merged community colleges existing at the time of this agreement (Capital, Gateway, Naugatuck Valley, Norwalk, Three Rivers).
  2. The sole factor to be used in determining the unit placement of teaching faculty, counselor and librarian positions at the five merged colleges shall be the proportionality that existed as between the two units on June 30, 1992, such date being immediately prior to the legislative merger of the Regional Community Colleges and the State Technical Colleges in five geographic regions of the State.
  3. Based upon review of data that reflects the bargaining unit placement of all full-time faculty, counselors and librarians employed as of June 30, 1992 in the community and technical colleges, the Federation shall be entitled to 40 percent of the teaching faculty, counselor and librarian positions at the five merged colleges and the Congress shall be entitled to 60 percent. The same 40/60% proportionality ratio will be maintained at each of the merged colleges.
  4. This Agreement affects full-time teaching faculty and counselors and librarians at the five merged colleges who work 20 or more hours per week. While the parties differ about the legal significance of multiple appointments, it is agreed that appointments may not be aggregated to meet the 20-hour threshold.
  5. In order to establish proportionality upon implementation of this Agreement, the parties recognize that adjustments in current unit placement may be desirable. The parties agree that any adjustment in the bargaining unit status of an employee may be made only with the agreement of the employer, the Union and the affected employee.
  6. Notwithstanding the provisions above, the parties agree to make exceptions to the proportionality rule in certain limited situations where placement into a new

## APPENDIX Z

### UNIT PLACEMENT AGREEMENT



position would change the bargaining unit status of a current employee. In such cases, the employee will go into the new position but remain in the current bargaining unit.

7. Nothing contained in this Agreement shall affect the unit placement of faculty, counselors and librarians employed at the seven non-merged colleges existing at the time of this Agreement (Asnuntuck, Housatonic, Manchester, Middlesex, Northwestern, Quinebaug Valley, Tunxis).

8. This Agreement does not affect Community College Administrators, whose bargaining unit placement is determined solely in accordance with the Supplemental Letter of Agreement dated October 10, 1994 by and among the Board, the Congress and AFSCME Local 1303-148.

9. This Agreement will be administered at the college level. The Board will issue guidelines to facilitate consistent administration of this Agreement. Thereafter, questions concerning the maintenance of proportionality should be directed to the Director of Human Resources at the college. If the matter cannot be satisfactorily resolved at that level, it may be raised at the Board level.

10. Unit placement decisions shall not be subject to the grievance and arbitration process. The sole remedy for resolution of formal disputes shall be the State Board of Labor Relations.

11. This Agreement is based on the current configuration of the Federation and Congress bargaining units and shall not be asserted by any party in support of its view of the respective legal rights of each, except to enforce the terms of the Agreement. Recognizing that this agreement is premised on there being common workloads for teaching faculty, it is agreed that the terms of the agreement may be revisited if the workload will no longer be the same.

12. This Agreement shall have no value as precedent for the negotiation of an agreement affecting unit placement for part-time faculty teaching credit or non-credit offerings, or for counselors and librarians working fewer than 20 hours per week, at merged or non-merged colleges, who are not covered by the terms of this Agreement.