

**2007-2010 COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BOARD OF TRUSTEES AND THE FEDERATION OF TECHNICAL COLLEGE
TEACHERS, LOCAL 1942, AFT**

Agreed Upon Language

ARTICLE VIII

8.1 WORK YEAR

8.1.1. Teaching Faculty Work Year

Faculty who volunteer and work on registration days scheduled outside of the work year referred to in 8.1.1.1 of this Agreement may have the time credited to their Additional Responsibilities.

8.3 ANNUAL WORKLOAD

8.3.1.4. The parties agree that it is desirable to limit the number of class preparations required of a teaching faculty member to 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. Individuals responsible for four different class preparations in a semester shall be credited with two hours per week toward the satisfaction of additional responsibilities or, to the extent that~~if~~ workload credit cannot be provided, shall be paid up to the value of two-thirds of a contact/credit hours as an overload.

8.3.4. Teaching Locations

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 another college or location. No Faculty Member shall be required to teach at more than one college or at another location without his/her written consent.

Bargaining unit members who teach at more than one college or at a location more than ten (10) miles from the home campus shall receive a five hundred dollar (\$500.00) stipend per semester.

ARTICLE XI

11.1. EVALUATION PROCESS

There shall be periodic evaluation by the employer of all members of the bargaining unit as follows:

- a. in each of their first two appointment periods;
- b. once in every three years thereafter for those on regular appointments;
- c. once in every five years thereafter for those holding tenured appointments.

The evaluation shall be conducted openly.

The list of professional staff members to be evaluated in accordance with this schedule in an academic year shall be published at each college by October 1.

See Side Letter on Evaluation (Appendix DD in 2005-07 contract, subject to change if appendices are relettered).

ARTICLE XVI

16.4. OTHER ALLOCATIONS

[Section 16.4.3 - Retraining and Section 16.4.5 - Computer/Information Literacy shall be deleted and the dollars allocated for these purposes shall be added to Section 16.4.4 - Professional Development. In addition, Appendix G re: Computer Literacy shall be modified as indicated below and Appendix S re: Retraining shall be deleted in its entirety.]

APPENDIX G **RE: COMPUTER LITERACY**

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 should possess such skills as are 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.

16.9. PROFESSIONAL DEVELOPMENT

16.9.1. Purpose. Professional development funds are made available to reimburse employees for approved activities that relate to the bargaining unit member's responsibilities at the College. The following are examples of activities that may be appropriate for approval:

- Tuition and fees for course work relevant to the member's employment;
- Conference, seminar and workshop fees relevant to the member's employment;
- Professional society membership relevant to the member's employment;
- Travel related to the above.

16.9.2. Application. Bargaining unit members may apply for professional development dollars by completing the "Application for Approval of Professional Development Activities (AFT Bargaining Unit)" form which may be secured from the President's office or that of his/her designee. The completed form should be returned to the President or designee no later than May 1st for activities to be undertaken between June 1 and November 30, and no later than November 1st for activities to be undertaken between December 1 and May 31. The employer will provide timely notice of the application period and the process for consideration of applications.

16.9.3 Professional Development Committee. 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 May 8th and November 8th, to consider proposals that have been referred to the committee by the President or his/her designee. After reviewing each application for professional development funds, the committee shall recommend to the President whether the proposal should be approved or denied and, if approved, the amount recommended for approval. The committee shall inform each applicant, in writing, of its recommendation. The committee shall also make a written record of all applications received, including the name of the applicant, the nature of the activity and the committee's recommendation.

16.9.4. Role of President. No later than May 15th for June to November activities and no later than November 15th for December to May activities, the President of the College or his/her designee shall review all applications for professional development funds, together with the recommendations of the professional development committee, and shall approve or deny each proposal. If a proposal is approved, the

President or his/her designee shall determine the amount approved. Thereafter, the President or his/her designee shall inform the unit member, in writing, whether the application is approved or denied and, if approved, the amount approved.

16.9.5. Bargaining unit member's role. Following approval of professional development activities, it is the responsibility of the bargaining unit member to register for the conference, workshop, course or seminar, where applicable and, where travel is involved, to complete and submit a travel authorization form to the appropriate college official.

16.9.6. Reimbursement Procedure. Bargaining unit members must request reimbursement for approved professional development activities immediately following completion of the activity. To the extent possible, reimbursements will be processed in accordance with the following schedule:

- Requests for reimbursement received on or before December 1 will be processed with the last full pay period in December;
- Requests for reimbursement received on or before June 1 will be processed with the last full pay period in June.

Timely reimbursement is contingent upon completion of required forms and submission of adequate documentation of expenditures. Purchase of books, journals and other personal property are not eligible for reimbursement. Travel expenses shall not be reimbursed unless prior approval was obtained in accordance with current travel regulations.

16.9.7. Records of professional development applications, committee recommendations, a president's decisions and reimbursement requests shall be shared with the Federation upon request.

16.9.8. The dates included in this section for the submission of applications, the consideration of applications by the Promotion Committee, decisions by the President or his/her designee and submission of reimbursement requests will be subject to review and renegotiation by the parties effective July 1, 2009. If neither party seeks to modify this section, the dates will remain in place for the duration of the agreement.

16.9.9. Decisions under this section are final.

ARTICLE XVIII

18.3. SICK LEAVE

18.3.1. Entitlement and Conditions

18.3.1.2. Earned sick leave shall be granted to a Faculty Member for the following reasons:

d. in the event of death in the immediate family, when as much as five (5) work days' leave with pay shall be granted (immediate family for all purposes under this Agreement means spouse, father, mother, sister, brother, or child, or any other relative who is domiciled in the Faculty Member's household);

18.7. CHILDBEARING, PARENTAL AND FAMILY LEAVE

The parties agree that a study committee shall be formed, to consist of an equal number of representatives of management and the union. The purpose of the committee shall be to conduct research on, to discuss and to make recommendations concerning the necessity for changes in childbearing, parental and family leave provisions of the Agreement. The study committee shall be advisory to the Chancellor who may accept or reject its recommendations. It is not intended that the work of the study committee end in binding interest arbitration. The decision of the Chancellor with respect to any recommendation submitted to him/her by the study committee shall be final and not subject to grievance or arbitration.

18.11. UNION LEAVE

18.11.2. Release Time

18.11.2.1 The Board shall grant release time equivalent to one 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.

The cost of .5 FTE of release time shall be a cash cost of the contract, measured at the replacement rate, i.e., the applicable part-time lecturer or Educational Assistant rate, as appropriate.

ARTICLE XXIII

23.6. TRAVEL EXPENSES AND REIMBURSEMENTS

Employees shall be reimbursed for mileage expenses in accordance with State travel regulations, i.e., a Faculty Member who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate for all miles traveled in furtherance of State business that exceed the Faculty Member's round-trip commute to his/her home college.

In addition, a \$5.00 lump-sum payment may be provided if authorized out-of-State travel is for a period of two full working days. The same amount may be authorized for each additional two full working-day periods.

During the life of this Agreement, any employee who is required to travel out-of-State on employer business shall be reimbursed at the following rates:

Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$25.00
Misc.	15% (\$7.35 maximum)
TOTAL	\$56.35 per diem

ARTICLE XXIX

29.3. SUCCESSOR NEGOTIATIONS

Not later than January 1, 2010, the Board and the Federation shall begin negotiations for a successor agreement to be effective July 1, 2010.

ARTICLE XXX

This Agreement shall be effective July 1, 2007 and shall expire June 30, 2010.

APPENDIX FF MEMORANDUM OF AGREEMENT RE: REOPENER NEGOTIATIONS

The Board and the Federation agree that negotiations for this 2007- 2010 contract shall be reopened to permit negotiation of the following items:

1. Compensation for teaching faculty members and clinical faculty in nursing and allied health academic programs.
2. Compensation for teaching faculty members in other than nursing and allied health programs who are assigned to perform academic supervision and administration duties

Costs resulting from implementation of any new Supplemental Letter of Agreement re: Compensation for Academic Supervision and Administration shall be subject to approval and funding by the General Assembly. The parties shall agree to an estimate of costs associated with any agreement or arbitrator's award on this subject.

APPENDIX GG

The parties shall meet to discuss deletion of contract language that has no ongoing applicability and, upon mutual agreement, shall delete such language prior to the next printing of this Agreement.

APPENDIX HH

SIDE LETTER Re: SALARY CALCULATION METHODOLOGY

Schedule B: Salary schedules will be modified to reflect salary increases in accordance with the following methodology:

TEACHING FACULTY

The existing minimum salary for each faculty rank will be increased by the value of the general wage increase. The value of a step, which is the same for all steps within each faculty rank, will also be increased by the value of the general wage increase. The new grid is generated by adding the new step value to the new minimum salary to create a new Step 2 and to the new Step 2 to create the new Step 3 and so on up to the top step. This process is repeated for each faculty rank.

COUNSELORS AND LIBRARIANS (CCP-18 and CCP-19)

The value of the general wage increase will be added to each step of the CCP-18 and CCP-19 grades. Thus, if the general wage increase is 3%, Step 1 is multiplied by 1.03; Step 2 is multiplied by 1.03, and so on to the top of the grade.

LEVEL I PART-TIME AGREEMENT

ARTICLE III

NON-DISCRIMINATION

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

3.2 The Board and the Federation shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, 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. Finally, the Board and Federation agree not to discriminate against bargaining unit members based upon membership or fee paying status in any Union representing employees of the Board of Trustees.

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

3.4 Wherever the term "spouse" is used in this Agreement, it shall also mean domestic partner. A "domestic partner" is a person who has qualified for domestic partnership benefits under the pension and health care agreement between the State and SEBAC.

APPENDIX I

JOB SECURITY FOR PART-TIME LECTURERS

2. Entrance into, and continuation in, the pool is subject to a "break-in-service" requirement. A break in service is a period of five (5) or more consecutive academic semesters in which a part-time lecturer does not teach for a college. The following exceptions shall apply: If an individual does not teach at a college during a particular semester because an assigned course is cancelled, or for other reasons beyond his/her control, the semester shall not count toward the five (5) semesters for purposes of determining if there is a break in service. If an individual's failure to teach for a college for a fifth consecutive semester is due to

medical reasons, the individual must produce an acceptable medical certificate as soon as possible. If an individual who was unable to teach at the college due to medical reasons in the fifth consecutive semester remains unable to teach for medical reasons in the sixth consecutive semester and produces an acceptable medical certificate as soon as possible, the sixth semester also shall not count toward a break-in-service. However, if the individual who has been medically excused for two successive semesters does not accept a course in the seventh consecutive semester, he/she shall be deemed to have a break-in-service. Where there is a break in service, the part-time lecturer shall be removed from the pool, and all time prior to the break in service shall be ignored for purposes of determining whether the 18/24-credit threshold is met.

APPENDIX J
SIDE LETTER RE: TUITION WAIVERS
FOR PART-TIME EMPLOYEES

Part-time lecturers who are in the seniority pool at a college, and non-teaching unit members employed for more than ninety (90) scheduled working days and commencing with the third consecutive semester, shall be eligible for space available tuition waivers on the following terms: Tuition and fees will be waived for one credit course per academic semester to be taken at the college where the unit member is employed. The waiver may be used by the employee, or his/her spouse or any of his/her dependents during a semester when the unit member is actually working, except that if a course or courses assigned to the part-time lecturer are cancelled after a space available tuition waiver as described herein has been granted, the waiver may still be used during said semester.

APPENDIX K
SIDE LETTER RE: CONTRACT FUNDS

It is the intent of the Employer to provide the Federation with quarterly updates of its reports concerning the status of contract accounts. Best efforts shall be employed to issue updates in accordance with the following schedule:

- For the first quarter (July through September), approximately the last week of October;
- For the second quarter (October through December), approximately the last week of January;
- For the third quarter (January through March), approximately the last week of April; and
- For the fourth quarter (April through June), approximately the last week of July.

Updates of reports on the status of contract accounts shall include credits and expenditures for the fiscal year to date, including rollout and cash, as appropriate. If, at the end of a fiscal year, fewer than all of the current year's allotted dollars in a given account have been spent, the parties shall meet at the request of either of them to discuss

the disposition of said unspent funds. It is understood that unspent contract funds shall not lapse. Contract dollars shall be used only for contractually prescribed purposes, unless otherwise agreed by the Board and the Federation.