

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
BOARD OF TRUSTEES FOR COMMUNITY-TECHNICAL COLLEGES
AND
THE FEDERATION OF TECHNICAL
COLLEGE TEACHERS**

LOCAL 1942 AFL-CIO

1988-1990

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PREAMBLE

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

ARTICLE 1

RECOGNITION

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

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

ARTICLE 2

DEFINITIONS

BOARD

The Board of Trustees for Community-Technical Colleges, its designees, and representatives. The term is used interchangeably with "management," "administration," and "employer."

FEDERATION

The Federation of Technical College Teachers, Local #1942, American Federation of Teachers, AFL-CIO, its designees, and representatives.

FULL-TIME TEACHING FACULTY MEMBER

Academic Year 1988-89

- A. For a teaching faculty member on a regular appointment: an individual who is obligated by the terms of his/her appointment to teach 45 contact/credit hours per academic year in the day division.

- B. For a teaching faculty member on a special appointment: an individual who is hired to teach 15 contact/credit hours or more in any one term in the day division.

FULL-TIME TEACHING FACULTY MEMBER

UPON IMPLEMENTATION OF A SEMESTER BASED ACADEMIC CALENDAR,
BUT NOT EARLIER THAN 1989-90:

- A. For a teaching faculty member on a regular appointment: an individual who is obligated by the terms of his/her appointment to teach 30 contact/credit hours per academic year in the day division.
- B. For a teaching faculty member on a special appointment: an individual who is hired to teach 15 contact/credit hours or more in any one semester in the day division.

PART-TIME FACULTY

As defined in Article 23.1

CONTACT/CREDIT HOURS

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

ARTICLE 3

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 its policy of not discriminating against any member of the bargaining unit on the basis of race, religion, national origin, sex, age, marital status, political affiliation, physical disability or criminal record, as provided by any Connecticut or Federal Statute.
- 3.3 All references to bargaining unit members in the Agreement designate both sexes, and whenever gender is specified it shall be construed to include male and female employees.
- 3.4 In the event there is an allegation by the Federation or a member of the bargaining unit that any provision of this Article is violated, the matter may be raised pursuant to the grievance procedure in this agreement but shall not be subject to arbitration, provided that in the event the matter is not resolved pursuant to the said grievance procedure, the sole and exclusive means of redress of the alleged violation shall be the applicable Federal and/or Connecticut Statute.

ARTICLE 4

FEDERATION RIGHTS

4.1 MEETINGS OF THE BOARD

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

4.1.2 For each such regular or special public meeting, a copy of the agenda will be mailed to the President of the Federation and the President of each campus chapter of the Federation at the same time it is mailed to members of the Board. Included with the agenda will be such reports that are related to agenda items, provided that such reports are available for distribution. Reports which are not made available to the Board member in advance, but are handed out at the meeting, shall be mailed to the President of the Federation and the Presidents of each campus chapter as soon as possible but in no case more than five (5) working days following the Board meeting.

4.1.3 Should the Federation wish to have a specific matter placed on the agenda of a board meeting, the President of the Federation shall request such of the Board by giving fourteen (14) days written notice to the Board. The Executive Director shall provide the President of the Federation with written notice of the disposition of the request not later than seven (7) calendar days after receipt of such request by the Board. Such request should not be unduly denied by the Board.

The President of the Federation or his designee shall be accorded the privilege of speaking at Board meetings in accordance with Board rules and regulations.

4.2 USE OF FACILITIES

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

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

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

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

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

ARTICLE 5

ACADEMIC FREEDOM AND RESPONSIBILITIES

The Board shall continue to uphold and discharge its constitutional duty to protect the interest of the public in the academic freedom of the public academy. This duty shall include a special obligation to insure that the derivative rights of students and faculty are not impaired.

5.1 To this end the Board shall insure:

- a. That each student's right to learn shall be protected and that an atmosphere conducive to those ends shall be provided.
- b. That the rights of each faculty member as a private citizen shall be respected and protected.
- c. That each faculty member shall be entitled to full academic freedom in discussing the areas of his instructional expertise.
- d. That each faculty member shall be free to seek the truth, to teach, to examine, to study, to evaluate and to engage in research, and to publish and disseminate the results of any such activity.
- e. That the present stock and future acquisition of the library collection, all teaching and research materials and all audio-visual materials shall remain free of censorship, in accordance with the Constitution of the United States and the Constitution of the State of Connecticut.
- f. That the communications involved in the counselor-counselee relationship shall be governed by applicable federal and Connecticut Statutes.

g. That each faculty member shall have the sole right and authority to determine grades, except a grade of I shall revert to F according to the college's catalog lacking any action on the part of the faculty member. Grades shall not be changed after the close of a term without the approval of the Vice President/Dean of Instruction.

If due to death, incapacity, or resignation, a faculty member is unable to give a grade, the grade will be assigned by faculty members from similar disciplines (in conjunction with the Dean of Instruction) on the basis of all available evidence of the student's performance.

h. That each faculty member shall have the right, authority, and obligation to determine textbooks, subject to departmental approval.

i. That each faculty member shall have the right, authority, and obligation to determine teaching and research methods subject to meeting the objectives of the course and evaluation by the Department Chairperson and the Dean of Instruction.

j. That each faculty member shall have the right, authority, and obligation to determine teaching and research materials, subject to meeting the objective of the course and evaluation by the Departmental Chairperson and the Dean of Instruction.

- k. That each faculty member shall have the right and authority to determine teaching and research materials, and audio-visual materials subject to applicable budgetary limitations.
- l. That the content of each course shall be determined by the department which offers the course, based upon appropriate input from relevant sources and subject to the programs, curricula and course descriptions and objectives approved by the Board. A copy of each course syllabus/outline shall be placed on file in the Office of the Dean of Instruction and shall be made available to students upon request.
- m. That any faculty member suspected or charged with unprofessional conduct shall have full and fair protection in the investigation and resolution of such charges in accordance with due process and subject to proof of just cause by the charging party.
- n. The college faculty member is a citizen, a member of a learned profession, and a member of an educational institution. When he/she speaks or writes as a private citizen, making no reference to his/her connection with the State Technical College system he/she shall be free from institutional censorship or discipline.

5.2 To this end the faculty member shall insure:

- a. That his/her students shall receive instruction reflecting high professional standards and that the progress of said students shall continue to be the responsibility of the individual faculty member involved.

- b. That in the exercise of his/her duty as a faculty member, he/she shall refrain from injecting or discussing irrelevant materials.
- c. That when he/she is discussing controversial material in the classroom, said faculty member shall do so in an objective and professional manner, and shall manifest respect for the students' rights, opinions, and sensitivities.
- d. That in the exercise of personal rights as a citizen said faculty member shall indicate whenever his/her spoken or written words are not made as a faculty member.
- e. That while representing the college said faculty member shall do so in a professional manner.
- f. That he/she shall establish, maintain, and publicize a proper, fair, and professional method of evaluating his/her students and shall treat each of his/her students in an even-handed and respectful manner in teacher-student relationship.

ARTICLE 6

CHECKOFF AUTHORIZATION AND MAINTENANCE

6.1 CHECKOFF AUTHORIZATION

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

6.2 CHECKOFF MAINTENANCE

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

6.3 OTHER DEDUCTIONS

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

6.4 INDEMNIFICATION

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

ARTICLE 7

RIGHTS OF THE BOARD OF TRUSTEES

Except to the extent that there is contained in this agreement an expressed and specific provision to the contrary, all the authority, power, rights, jurisdiction, and responsibility of the Board are retained by and reserved exclusively to the Board, including; but not limited to, the right to establish and require efficient standards of performance and the maintenance of discipline, order and efficiency; the right to determine educational policy, programs, and courses; to direct employees; to determine their duties and determine professional assignments; to determine the days and hours of the operation of the colleges; to determine the academic calendar and to schedule work; to determine the quality, quantity, and types of equipment to be used; to determine the composition of committees; to introduce new methods and procedures and facilities; to determine staffing requirements; to determine whether the whole or any part of an operation shall continue to operate; to determine expansion or reduction of operations; to select and hire employees; to determine qualifications; to reward and to promote unit members; to suspend, discipline, or discharge unit members for just cause; to transfer and assign unit members; to lay-off unit members for lack of work or other legitimate reasons; to recall unit members; to determine that unit members shall or shall not perform certain functions; to promulgate rules and regulations, provided that such rules and regulations shall not be exercised so as to violate any of the specific provisions of this agreement.

ARTICLE 8

PROFESSIONAL WORKING CONDITIONS

8.1 WORK YEAR

8.1.1 Academic Year 1988-89

The work year of all teaching faculty and counselors in the Counselor I position shall consist of 171 work days plus attendance at commencement. The work year for teaching faculty shall commence three (3) work days before the start of classes and shall end three (3) work days after the end of classes, except for commencement which shall be within seven (7) days of the end of classes. The work year of Counselor II positions and Librarians shall be pursuant to the regular twelve (12) month professional appointment period.

8.1.2 The work year for teaching faculty shall be scheduled between the period covering the first week of September and the first week of June. The Board may, in its discretion, change the structure of the academic calendar upon one (1) academic year's notice to the Federation and the members of the bargaining unit.

8.1 WORKYEAR

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

The work year of all teaching faculty and counselors in the Counselor I position shall consist of 162 work days plus attendance at commencement.

The work year shall consist of two semesters (Fall and Spring) each having 75 instructional, 4 final exam days and 2 professional days for a total of 81 days per semester. For each semester the professional days will be scheduled as follows:

(A) Fall Semester: Immediately prior to the start of classes.

(B) Spring Semester: Immediately following the end of classes except for commencement which shall be within seven (7) days of the end of exams.

8.1.2 The work year for teaching faculty and counselors in the Counselor I position shall be scheduled as follows:

(A) Fall Semester: Between the last Monday of August and the day prior to Christmas Eve.

(B) Spring Semester: Between the fourth week of January and the end of the fourth week of May.

8.2 WORK DAY

In accordance with current practice, members of the bargaining unit prior to August 1, 1982 may be scheduled to work during hours between 8 a.m. and 4:30 p.m. and with their consent, 8 a.m. and 6 p.m.

Members of the bargaining unit hired after July 31, 1982 may be scheduled to work during the hours between 8 a.m. and 6 p.m. Members of the bargaining unit may be scheduled to work a five day work week, Monday through Friday. No member shall be scheduled, without his consent, for a period in excess of seven (7) clock hours. During the summer the starting and quitting times of counselors and librarians, within the five day work week, may be varied by agreement between each employee and the President of the college.

8.2.2 With the agreement of the Department Chairman/Coordinator and the Dean of Instruction, and if there is no serious disruption of other teaching faculty and/or students, no overt attempt shall be made to schedule any faculty member for any particular number of days per week for the sole purpose of having said faculty members present on any given day(s).

8.3 ANNUAL WORKLOAD

8.3.1 Teaching Faculty

Academic year 1988-89

8.3.1.1 The maximum annual workload for full-time teaching faculty shall be forty-five (45) contact/credit hours based upon an average of fifteen (15) contact/credit hours per week, per term.

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

8.3.1 Teaching Faculty:

8.3.1.1 The maximum annual workload for full-time teaching faculty shall be thirty (30) contact/credit hours based upon an average of fifteen (15) contact/credit hours per week, per semester.

8.3.1.2 During the life of the agreement, no teaching faculty member shall be assigned more than sixteen (16) contact/credit hours in any one term/semester.

8.3.2 COUNSELOR I

The regular workload for a Counselor I position shall be seven (7) hours per day and five (5) days per week during the faculty work year as defined in 8.1 above.

8.3.3 LIBRARIAN AND COUNSELOR II

The regular annual workload for the positions of Librarian and Counselor II shall be seven (7) hours per day and five (5) days per week during the twelve (12) month professional appointment period.

8.3.4 TEACHING LOCATIONS

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

8.3.5 OFFICE HOURS

Faculty members shall schedule at least three (3) regular hours per week for consultation with students at appropriate times. Each faculty member shall submit his/her office hour schedule to the Department Chairperson who will inform the Dean of Instruction of the entire departmental schedule no later than one week after the term begins.

8.3.6 EXTRA-CURRICULAR ACTIVITY

Participation by any faculty member in any extra-curricular activity shall be strictly voluntary. Faculty members are encouraged to participate in extracurricular activities but no faculty members shall be assigned to any particular extracurricular activity.

8.3.7 SUBSTITUTE FACULTY AND OVERLOAD PAY

Academic Year 1988-89

The hiring of substitute/overload faculty shall be the responsibility of management. If any faculty member in the bargaining unit is authorized on a voluntary basis, an overload or to substitute for another faculty member, he/she will be compensated at a rate equal to 90% of the minimum annual salary for the Associate Professor rank, divided by 495.

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

SUBSTITUTE FACULTY AND OVERLOAD PAY

The hiring of substitute/overload faculty shall be the responsibility of management. If any faculty member in the bargaining unit is authorized on a voluntary basis an overload or to substitute for another faculty member, he/she will be compensated at a rate equal to 90% of the minimum annual salary for the Associate Professor rank, divided by 480.

8.3.8 EXEMPTION EXAMINATIONS

Upon request a faculty member shall be required, as part of his/her regular assignment, to prepare, proctor, and grade exemption exams and shall be compensated at the rate of ten dollars (\$10) per credit per student for the course for which exemption or credit is sought, provided that such compensation shall not be less than twenty-three dollars (\$23) per exam per student.

8.3.9 MAINTENANCE AND MINOR REPAIR

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

8.3.10 REQUIREMENT TO BE ON CAMPUS

No faculty member shall be required or requested to be on campus when he/she is not scheduled for class hours, office hours, or other professional responsibilities.

8.3.11 NOTICE OF MEETINGS

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

8.3.12 CLASS SIZE

The number of students assigned to a lecture section or to a laboratory section of a given course shall be determined by the Dean of Instruction or Director of Instructional Services after consultation with the appropriate Department Chairperson or department representative.

In making a determination regarding the maximum number of students assigned to a lecture section, the Dean shall consider, in light of the nature and goals of the course, the extent of individualized instructional in-class student needs.

In making a determination regarding the maximum number of students assigned to a laboratory section, the Dean shall consider the number of fully equipped work stations in that particular laboratory and the maximum number of students per work station commensurate with safe operation of the equipment, good learning conditions, and the safety of the student.

There shall be reasonable equalization of the number of students in sections of the same course, consistent with students' needs. Such equalization shall be accomplished by the administration one time during the three week period beginning one week prior to the first day of classes and ending two weeks after the first day of classes.

8.3.13 HEALTH AND SAFETY

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

8.3.14 SAVE HARMLESS

The Board shall save harmless members of the bargaining unit pursuant to the provisions of Connecticut General Statute 5-141d, as amended.

8.3.15 NEW COURSE DEVELOPMENT

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

8.3.15.1 In the event a faculty member agrees to develop a new course such faculty member will provide the administration with the following materials:

- A. An initial course syllabus and an updated syllabus after the course has been taught. The course syllabus will be on an agreed upon form which will be completed in all respects.
- B. A laboratory syllabus which will contain a description of each laboratory session, and all information required on the form referred to in (A) above. The lab syllabus may be included with the lecture outline referred to in (A) above, or may be on a separate form.
- C. A laboratory and classroom equipment list.

8.3.15.2 The faculty member will provide the following materials to the department, which shall maintain such materials in its department files.:

A. Detailed lab write ups.

B. Any teaching aids developed by the faculty member or obtained from other sources (i.e.: tables, tapes, AV Masters, etc.).

C. Typical Exams, (i.e.: exams taken by students).

8.3.15.3 The faculty member will provide consulting services to the next individual who teaches the course that has been developed. If the faculty member leaves the college before the course is taught by another individual, the faculty member will make his/her notes available to the department, but only until such time as the course is taught by another individual.

8.3.15.4 The administration will have the same access to department files on newly developed courses that it currently has to materials contained in department files for existing courses.

8.3.15.5 Faculty members will receive release time for new course development calculated as follows:

Number of contact hours assigned to course (times)
release time factor (equals) release time granted to
faculty member.

The release time factor is determined according to the following table:

| % New Material Contained in Developed Course | Factor |
|---|--------|
| 15-25% | .25 |
| 25-49% | .33 |
| 50-74% | .66 |
| 75-100% | 1.00 |

1000 COURSE DEVELOPMENT RELEASE TIME FACTOR

If the above calculations produce fractional contact hours, rounding will occur as follows:

Less than .5 - round down to nearest whole number; .5 and above - round up to nearest whole number (e.g.: 3.2 contact hours rounds to 3 contact hours release time; 3.5 contact hours rounds to 4 contact hours release time).

8.3.16 STUDENTS COMPLAINTS AGAINST A FACULTY MEMBER

Before action is taken against any faculty member on any student complaint, the faculty member involved shall be notified and shall be allowed to be present at all subsequent meetings with the student relative to such complaint.

8.3.17 FACULTY GRADE BOOKS

Faculty Grade Books shall be the property of the faculty member.

8.3.18 MILEAGE AND MEAL REIMBURSEMENT

Employees shall be reimbursed for mileage, meal, and lodging expenses in accordance with State Travel Regulations. The parties agree that mileage and meal reimbursements for members of the Federation of Technical College Teachers' bargaining unit shall be the greater of current Article 8.3.18 or the amount provided for members of the Administrator's Unit within the Technical College system for the duration of the contract.

8.3.19 COURSE PRIVILEGES

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

ARTICLE 9

INITIAL APPOINTMENT

9.1 RELATIONSHIP OF INDIVIDUAL EMPLOYMENT CONTRACT TO COLLECTIVE BARGAINING AGREEMENT:

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

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

9.2 INFORMATION TO APPLICANT UPON ACCEPTANCE OF POSITION:

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

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

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

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

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

ARTICLE 10

PERSONNEL RECORDS AND FILES

10.1 TYPES OF FILES FOR EACH FACULTY MEMBER

The Board shall maintain at the location indicated two
(2) official files for each faculty member:

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

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

10.2 CONTENTS OF FILES FOR EACH MEMBER

10.2.1 Personnel File - This file shall contain:

- a. All records pertaining to salary increments and change of status
- b. All records pertaining to leaves of absences, vacations, and personal leave days
- c. Sickness reports
- d. All records of payments for insurance, retirement, and similar benefits
- e. All records of accrued longevity
- f. General fiscal data
- g. A copy of each notice of appointment issued to the faculty member

10.2.3 Professional File - This file shall contain:

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

- j. Upon request of the faculty member, material of a minor derogatory nature (e.g., the letter of reprimand about a rare infraction - the time the individual was late for a class or meeting) can be removed after two (2) years; material of a major derogatory nature (e.g., items pointing out serious defects in the individual's personal or professional conduct at the college or while on official business which reflects upon the college) can be removed after five (5) years, the receipt of tenure, or receiving a promotion in rank.

10.3 Rights of Faculty Members Relative to His/her Personnel, Professional, and Grievance Files:

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

- a. All contents of the personnel and professional file of any faculty member and any grievance in the common grievance file filed by such individual shall be accessible on a reasonable basis to such individual.
- b. The Chief Administrative Officer at each location where files are maintained shall be responsible for the confidentiality, control, and content of each personnel and professional file.
- c. In any action taken or recommended relative to promotions, renewal, or dismissal only materials that are contained in the personnel or professional files shall be used by the Board or its representatives or designees.

- d. Upon ratification of this agreement, no item shall be placed in or removed from the personnel or professional file of any faculty member without a copy of such item being furnished to said faculty member.
- e. Any faculty member shall have the right to examine any material in his/her personnel file or professional file and any grievance in the common grievance file filed by such individual. Upon request of the faculty member, the terms delineated in section 10.2.j of this article can be exercised.
- f. When any statement placed in a faculty member's file is shown to be false, such statement shall be removed.
- g. Any faculty member shall have the right to attach written comments to any items, materials, or documents contained in his/her personnel file and/or professional file.
- h. Any faculty member shall have the right to have a copy of any such items, materials, and/or documents at his/her cost.
- i. The Chapter President of the Federation (or his/her designee) may upon written request examine the personnel or professional file of an individual faculty member if such examination is pursuant to the following:
 - (1) a filed grievance, a grievance under investigation or in preparation; or
 - (2) written charges have been filed by the Board against such faculty member.

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

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

10.4 LIMITATIONS ON FACULTY MEMBER'S ACCESS TO HIS/HER FILES

Any confidential materials contained in the professional file of any faculty member shall not be accessible to said faculty member, or to any other person other than to a member of the Board of Trustees, provided that no such material shall be utilized in any subsequent decision affecting the individual's employment, except as the initial appointment of said faculty member may come into question. This provision is subject to the state Freedom of Information Act.

ARTICLE 11

EVALUATION

The evaluation of personnel is a process conducted by the department and the academic administrator for the sole purpose of improving instruction and academic support services. Accordingly, only academic administration (the President, the Dean of Instruction, the Associate Dean of Instruction, Department Chairpersons, and other competent professionals as mutually agreed upon) may at the discretion of the President be utilized to conduct classroom observations or otherwise communicate with faculty (formally or informally) about their performance.

11.1 Annual Evaluation

11.1.1 The work performance of all tenured faculty members shall be evaluated no more than once annually and that all non-tenured faculty members shall be evaluated at least once annually.

11.1.2 Such evaluation shall be conducted in accordance with criteria as presently existing or changed in writing and distributed at least one month before evaluation after consultation with the Federation.

11.2 Each evaluation shall be conducted openly and each faculty member shall be advised in advance of a three week calendar period, during which a classroom visit will be made. In accordance with 11.1 above there shall be one classroom visit made annually for a tenured faculty member and at least one classroom visit made for non-tenured faculty members.

- 11.3 Faculty Rights Relative to Evaluation
- 11.3.1 Each evaluation shall be in writing and shall be signed by the person performing such evaluation, and by the person being evaluated.
- 11.3.2 The signing of such evaluation form shall in no way be construed as agreement or disagreement with such evaluation, by the faculty member being evaluated, but shall serve only to indicate that said faculty member being so evaluated has seen such evaluation.
- 11.3.3 Any faculty member so evaluated may attach his/her comments to such evaluation in the section on such evaluation form which is reserved for such purpose, and said faculty member may attach additional sheets, containing such comments; to such evaluation form.
- 11.3.4 A copy of such evaluation shall be given to said faculty member, and a copy shall be placed in said faculty member's professional file.
- 11.3.5 The evaluator shall discuss such evaluation with the bargaining unit member evaluated.

ARTICLE 12

APPOINTMENTS AND REAPPOINTMENT

12.1 TYPES OF APPOINTMENT

12.1.1 Special Appointment

An appointment issued in order to meet the temporary needs of the system or to signify an explicitly temporary assignment. Issuance of a special appointment implies a fixed term, generally a non-tenure track and there is no legitimate expectation of renewal of the appointment. Adjunct or visiting title designations shall be used on special appointments. Special appointments may be made on a full-time or part-time basis. It is the intent that special appointments shall be used to meet unique temporary instructional needs as they arise at the colleges, and shall not be utilized so as to result in an erosion of the usual number of regular appointments.

12.1.2 Regular Appointment

An appointment which creates an expectation of full-time or part-time employment in the day division for a period of one academic year. Notwithstanding the definition of "Board" contained in Article 2, the authority to offer regular appointments rests solely with the Board of Trustees itself, and no agent, designee, or representative of the Board, nor any member of the administration may expressly or by implication offer a regular appointment. Regular appointments may be made on a full-time tenure track or part-time non-tenure track basis.

12.1.3 Tenured Appointment

A tenured appointment shall be a continuing appointment which creates an interest in full-time employment without limit of time, subject to mandatory retirement, dismissal for just cause, termination for special reasons, and/or as provided for in Article 15 of this Agreement. Notwithstanding the definition of "Board" contained in Article 2, the authority to offer tenured appointments rests solely with the Board of Trustees itself, and no agent, designee, or representative of the Board, nor any member of the administration may expressly or by implication offer a tenured appointment.

12.1.4 Terminal Appointment

Services terminate at the conclusion of the appointment. Terminal appointments as such are not issued to faculty with tenure. Terminal appointments may be issued only upon the denial of tenure or upon the decision not to reappoint a non-tenured faculty member.

12.2 AWARD OF TENURE

Faculty members requesting consideration for tenure must apply by January 1 of the year they seek tenure. Faculty members may submit data to support their application for tenure. Such application shall be in writing and addressed to the college President.

- 12.2.1 A tenured appointment normally will not be offered until a faculty member has completed three (3) years of full-time, tenure track employment with the Board. Tenure may be offered only to faculty members on a full-time regular appointment, provided that service on a special appointment will be counted toward the three (3) year requirement if such service has been continuous with service on a regular appointment. There shall be no express or implied right to the award of tenure.
- 12.2.2 The following procedures shall govern the consideration of bargaining unit members for tenured appointments:
- a. A collegewide Tenure Committee shall be formed at each college, consisting of four tenured faculty members, elected by the faculty, and two members of the administration selected by the President. The Tenure Committee may recommend to the President that a tenured appointment be granted, that a tenured appointment not be granted and a regular appointment be issued, or that a tenured appointment not be granted and a terminal appointment be issued. In making a recommendation, the Tenure Committee shall be guided only by the best interests of the college and the individual's quality of performance of professional responsibilities and activities.
 - b. The President shall make recommendations for award of tenure to the Board. In making such recommendations, the President shall be guided by the best interests of the college, the technical college system, and the quality of the individual's performance of professional

responsibilities and activities. The President shall consider the recommendations of the Tenure Committee.

If the President's recommendation for the award of tenure does not agree with the recommendation of the Tenure Committee, the President shall notify the faculty member involved and the Union President, in writing, of the reason(s) for such action. The faculty member may, at his/her discretion, share these reasons with the college's Tenure Committee.

c. In cases where the tenure committee and the President recommended that no tenure be granted to a faculty member, the President shall so notify the faculty member and no further action shall be taken, a recommendation of no tenure and a regular appointment by the committee and the President is not transmitted to the Board of Trustees.

d. Tenure is granted by the Board of Trustees after consideration of the recommendation of the President and is continuous provided that the Board may accept the recommendation of the President or reach such other decision as may be in the best interests of the technical college system. Should tenure be denied by the Board, the faculty member affected shall be so advised in writing and shall have the option to appear before the Board or a Committee thereof, with representation, to appeal the board's decision. The decision of the Board on the appeal shall be final.

12.2.3 Current Non-tenured Faculty

All members of the bargaining unit who did not have a tenured appointment prior to September 1, 1979 shall hold their appointments pursuant to the practice in existence prior to September 1, 1979.

12.3 NOTICE OF NONREAPPOINTMENT

12.3.1 Special Appointment

Notice of nonreappointment is not required.

12.3.2 Regular Appointment

Written notice not to renew a regular appointment shall be provided by the Board on or before March 1. A terminal appointment may be issued by the Board after March 1 which terminates the individual's appointment at the date stated in the appointment but no sooner than the end of the coming academic year. Failure to so provide shall constitute appointment for the following year. The decision of the Board to not renew a non-tenured appointment shall be final.

12.3.3 Terminal Appointment

Notice of nonreappointment is not required.

12.4 APPOINTMENT STATUS

12.4.1 The Board shall provide each Federation member with a Notice of Appointment Status whenever conditions of employment change for that individual: (e.g., title or rank, gross salaries, tenure awarded, etc.)

12.4.2 The signing of this Notice is required, but shall serve only to indicate that said faculty member has seen such Notice.

12.4.3 A copy of each, signed-off Notice shall become part of the individual's Personnel File.

12.5 NOTICE OF INTENT TO DISCONTINUE EMPLOYMENT

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

ARTICLE 13

DISCIPLINE AND DISMISSAL

13.1 DISCIPLINE OR DISMISSAL

No faculty member shall be disciplined or dismissed except for just cause.

13.2 JUST CAUSE

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

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

13.3 DUE PROCESS

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

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 PURPOSE

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

14.2 DEFINITIONS

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

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

14.2.3 Federation (See Article 2).

14.3 TIME LIMITS

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

- 14.3.2 Except for the initial filing of a grievance, such time limits may be extended by written agreement between the grievant and the Board (and/or the Administration) provided that no such agreement or extension shall be made after the expiration of such time limits.
- 14.3.3 Failure to file or appeal any grievance within the specified time limits at any step of this grievance procedure shall result in a waiver of such grievance.
- 14.3.4 Failure of the Board or Administration to respond to any grievance within the specified time limits shall be deemed a denial of such grievance and may be appealed to the next step.
- 14.4 REPRESENTATION RIGHTS OF THE FEDERATION AND OF FACULTY MEMBERS
- 14.4.1 No reprisals of any kind shall be taken by the Board or by any member of the Administration against any participant in the grievance procedure by reason of such participation.
- 14.4.2 Upon request by the Federation to the Administration and/or the Board, such Board and/or Administration and/or its agents or designees, shall furnish to the Federation such information, records, and data which are relevant to the investigation and processing of grievances.
- 14.4.3 Any grievant or party in interest may be represented in the grievance procedure by a person of his own choosing provided that:

- a. The representative of the grievant or party in interest is not a representative, legal counsel, agent, or officer of any labor or collective bargaining organization other than the Federation.
 - b. The Federation shall receive from the Board and/or Administration twenty-four (24) hours notice of such meeting to which the Federation shall have the right to be present and to state its view.
 - c. The Federation shall be notified in writing of:
 1. the filing of such grievance
 2. the issue or matter involved
 3. the disposition of any such grievance by the Board or Administration representative who rendered such disposition
 - d. Such notification to the Federation shall be issued at the same time that such notification is issued to the grievant.
 - e. Such disposition shall not constitute a precedent for either party.
 - f. Such disposition shall in no way conflict with or violate any provision of this Agreement.
- 14.4.4 Any meeting held at any step of this grievance procedure shall be conducted at a time and place agreed upon by the Federation and the Board and/or Administration which will afford a fair and reasonable opportunity for the parties to be present.

14.4.5 Any faculty member shall have the right to have his/her steward present at any meeting with any representative of the Administration and/or the Board when he/she has reason to believe that a disciplinary action will result therefrom or exist therewith.

14.5 PROCESSING OF GRIEVANCES

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

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

In the event a form is unclear or incomplete or not in compliance with this section, the employer's representative shall endeavor to handle the grievance as he/she understands it. The appropriate college steward shall be present at any and all steps the employee deems necessary during the grievance procedure without loss of pay and other benefits provided there is no disruption of the steward's class schedule or professional responsibilities.

14.6 ADMINISTRATIVE RECORD-KEEPING OF GRIEVANCES

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

14.7 THE GRIEVANCE PROCEDURE

14.7.1 Step 1. INFORMAL PROCEDURE

A. Any grievant, faculty member, and/or the Federation who feels that there is a grievance shall first discuss the problem with his/her supervising dean or with whomever the Board and/or Administration has designated.

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

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

14.7.2 Step 2. FORMAL PROCEDURE

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

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

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