

In the Matter of the Interest Arbitration between
FEDERATION OF TECHNICAL COLLEGE TEACHERS, AFT
- and -
BOARD OF TRUSTEES OF COMMUNITY-TECHNICAL COLLEGES

AWARD OF LAST BEST OFFERS

For the Federation

James C. Ferguson, Esquire

For the Board of Trustees

Richard Voigt, Esquire

Background

Hearings were held in this interest arbitration proceeding over ten days between September 2005 and January 2006 pursuant to Connecticut General Statute 5-276a(e)(4). The stenographic transcript of the hearings covers approximately 2,000 pages. The parties presented the testimony of a number of witnesses and introduced hundreds of pages of exhibits. Following the hearing each party submitted extensive opening and reply briefs.

Ordinarily the arbitrator's award would be accompanied with a full statement of underlying reasons, but in this case the parties have requested the arbitrator to issue a final award as soon as possible and to issue a decision explicating his reasons thereafter. The grounds for the parties' request are that reporter was delayed in delivering the transcripts of the hearings and the parties wish to receive a final award before the next session of Connecticut legislature scheduled for April 2006. Although this truncated procedure may not be ideal, I agreed to the parties' request for expedition. What follows is my award for each disputed issue. Within several weeks, I will issue a full decision.

Issue #1: Attendance at Commencement Proceedings after June 1.

I hereby award the Federation's last best offer to retain Article VIII, Section 8.1.1B, the current language of the parties' contract as follows:

Spring Semester – Teaching faculty may be scheduled to work beginning no earlier than the day following the Martin Luther King holiday through June 1, exclusive of commencement. Commencement shall not be scheduled later than June 5. Attendance at any commencement scheduled after June 1st shall not be mandatory for Federation bargaining unit members.

Issue #2: Definition of Contact/Credit Hours.

I hereby award the Board's last best offer to retain Article II, the current language of the parties contract, as follows:

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

Issue #3: Emergency College Closings.

I hereby award the Federation's last best offer to retain Article 18.8.1, the current language of the parties' contract as follows:

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

Issue #5: Eligibility for Promotion.

I hereby award the Federation's last best offer to retain Article XXI, 21.1 and 21.2, the current language of the parties' contract as follows:

21.1 Definition

Promotion is defined as the advancement in rank or grade by a faculty member within the college. All promotion eligible candidates shall be promoted if the President, within the current delegation of authority, determines that they meet the standards for promotion in this Agreement.

21.2 Eligibility for Promotion

Fulfillment of the minimum formal requirements for promotions to a higher rank (see Schedule C) shall determine eligibility for promotion, but shall not guarantee a right to promotion, which right shall remain within the sole discretion of the President. Prior service on full-time special appointments, which the employer determines is similar, shall be credited. The normal expectation for promotion from Instructor to Assistant Professor is after three (3) years of service.

Issue #6(A). Additional Responsibilities.

I hereby award the Board's last best offer to retain Article VIII, Section 8.3.1.2, the current language of the parties' contract as follows:

Perform additional responsibilities equivalent to the preparation and teaching of an additional three contact/credit course on average of nine hours per week for each semester within the appointment year or teach an additional three contact/credit hours each semester or combine additional responsibilities with additional contact/credit hours as provided in Section 8.3.6 below.

Issue #6(B). Additional Responsibilities.

I hereby award the Federation's last best offer **to add the** following new language to Article VIII, Section 8.3.1.2 as follows:

While the final decision of whether an individual faculty member shall teach an additional three (3) contact/credit hours course or perform additional responsibilities rests with management, the managerial decision shall be based on the merits of each individual faculty member's application for additional responsibilities in accordance with the procedures in Appendix F.

Issue #6(C). Appendix F - Additional Responsibilities

I hereby award the Federation's last best offer **to delete** the following, last sentence of Appendix F as follows:

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

Issue #7. Value of Promotions.

I hereby award the Board's last best offer **to delete** the current language of Article XVI, Section 16.8, and **to replace** that language with this language as follows:

Upon promotion, a teaching faculty member's salary shall be increased by an amount at least equal to the value of a step at the next rank but not above the maximum for that rank.

Upon promotion, a librarian's or counselor's salary shall be increased by one step but not beyond the top step.

A promotion shall be added to the individual's base salary.

Issue #9. Non-Discrimination.

I hereby award the Federation's last best offer to add this new, last sentence to Article III, Section 3.2 as follows:

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.

Issue #10. Arbitrability of Discrimination Grievances.

I hereby award the Federation's last best offer to delete Article III, Section 3.4 from the parties' contract as follows:

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.

Issue #11. Professional Working Conditions.

I hereby award the Board's last best offer to retain the following language in Article VIII, Section 8.1.1:

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

Issue#13. Retiree Course Privileges

I hereby award the Board's last best offer to retain the following language in Article VIII, Section 8.3.19:

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.

Issue #14. Parental Leave.

I hereby award the Board's last best offer to retain the current language of Article XVIII, Section 18.7.2 of the parties' contract as follows:

Parental leave shall be granted in accordance with the provisions of Section 18.2 of this Article – Leave of Absence Without Salary provided, however, an employee may use up to sixty (60) days accrued sick time. Parental leave may be granted for:

- a. The purpose of rearing a child under the age of nine months for whom the Faculty member has legal responsibility; or

b. The prenatal and postnatal care of a wife.

Issue #16. Work Days.

I hereby award the Federation's last best offer to retain the current language of Article VIII, Section 8.2, "Work Days" and the current "Memorandum of Agreement" related thereto.

Issue #17(A). Wages Increases for 2005-2006.

I hereby award the Board's last best offer to provide in Article XVI, Section 16.1.1 as follows:

There shall be no increase in annual salary.

Issue #17(B). Step Increases for 2005 - 2006.

I hereby award the Federation's last best offer as follows:

Article XVI, Section 16.1.1

All faculty members below the top step shall advance one step on the salary schedule.

Issue #17(D)1. Top Step Increases for 2005-2006.

I hereby award the Federation's last best offer as follows:

Article XVI, Section 16.1.2

Each bargaining unit member at the top step or rank on June 30, 2005 shall receive a cash payment of one thousand dollars (\$1,000).

Issue #17(D) 2. Top Step Increases for 2005-2006.

I hereby award the Board's last best offer as follows:

Article XVI, Section 16.1.2

2005-06. There shall be no additional step for bargaining unit members at the top step of the rank.

Issue #17 (E). Longevity.

I hereby award the Board's last best offer of no increase.

Issue #17 (F). 2005-2006 Misc. Rates or Pay/Other Allocations.

I hereby award the Board's last best offer of no increase.

Issue #17 (G) Promotion Account 2005-2006.

I hereby award the Federation's last best offer as follows:

Article XVI, Section 16.5.1

Effective July 1, 2005, there shall be allocated .45% of total annual salaries of the bargaining unit for promotion.

Issue #17 (H). Grievance and Equity Adjustments 2005-2006.

I hereby award the Federation's last best offer as follows.

Article XVI, Section 16.5.1

Effective July 1, 2005, there shall be allocated .15% of total annual salaries of the bargaining unit for changes in duties, grievance adjustments and equity adjustments.

Issue #18 (A). General Wage Increase: 2006-2007.

I hereby award the parties' identical last best offer as follows:

Article VI, Section 16.1.1.

2006-2007. All faculty shall receive an increase in annual salary of three percent (3%).

Issue #18 (B). Step Increases 2006-2007.

I hereby award the Federation's last best offer as follows:

Article XVI, Section 16.3

2006-2007. All faculty members below the top step shall advance one step on the salary schedule.

Issue #18 (D)1. Top Step Increases 2006-2007.

I hereby award the parties' identical last best offers.

Issue #18 (D) 2. New Top Step 2006-2007.

I hereby award the Board's last best offer as follows:

Article XVI, Section 16.1.2

2006-2007. There shall be no additional step for bargaining unit members at the top step of the rank.

Issue #18 (E). Longevity 2006-2007.

I hereby award the Board's last best offer as follows:

Article XVI, Section 16.7

2006-2007. Five percent (5%) of the longevity base shall be added to the contract but the full amount of this increase shall be added to the promotion base, in lieu of the longevity base.

Issue #18 (F). Misc. Rates of Pay/Other Allocations 2006-2007.

I hereby award the Board's last best offer.

Issue #18 (G). Promotion Account 2006-2007.

I hereby award the parties' identical last best offer as follows:

Article XVI, Section 16.5.1

2006-2007. Five-tenths of one percent (.5%) shall be added to the promotion account.

Issue #18(H). Grievance and Equity Adjustments 2006-2007.

I hereby award the parties' identical last best offer as follows:

Article XVI, Section 16.5.1

2006-2007 Seventeen one-hundredths of one percent (.17%) shall be added to the grievance/equity adjustment account.



Tim Bornstein, Arbitrator

March 17, 2008