

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES**

AND

**THE CONGRESS OF CONNECTICUT
COMMUNITY COLLEGES**

2002-2007

The original term of this collective bargaining agreement was July 1, 2002 through June 30, 2005. However, on March 31, 2003, in response to a statewide budget shortfall, the parties entered into an agreement pursuant to which negotiated wage increases and associated economic items for 2003-04 were deferred to 2004-05, negotiated wage increases and associated economic items for 2004-05 were deferred to 2005-06 and reopener negotiations will determine the wage increases and other economic items for 2006-07. Consistent with the bargaining period as defined in the Collective Bargaining Law, the reopener will begin in January 2006.

Because of the aforementioned economic changes in the 2002-05 contract, the parties also agreed to extend the non-economic terms so that all terms of the agreement, including the wages and economic provisions resulting from the 2006 wage reopener, will expire on June 30, 2007. For this reason, this printed contract is referred to as the 2002-07 collective bargaining agreement, even though the economic provisions set forth herein cover only the period 2002-05.

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PREAMBLE

The intent of both parties in carrying out their responsibilities is to promote the quality and effectiveness of education in the Connecticut Community College System.* This objective is best accomplished by a good faith cooperative and collegial relationship in the System and on each campus. This preamble is a statement of intent and not subject to grievance and arbitration.

Agreement, made and entered into this 1st day of July, 2002 by and between the Congress of Connecticut Community Colleges, hereinafter referred to as “the Congress” or “the union,” and the Board of Trustees of Community-Technical Colleges (formerly the Board of Trustees of Regional Community Colleges) and the State of Connecticut, hereinafter referred to as “the Board” or “the employer.”

ARTICLE I RECOGNITION

The Board recognizes the Congress as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to salaries, hours, and other conditions of employment for all professional employees in the bargaining unit presently or hereafter employed by the Board as set forth in the certification issued by the Connecticut State Board of Labor Relations in Case No. SE-3259 on December 17, 1975 and the Recognition Agreement in Case No. SE-3259 issued on January 28, 1975, Case No. SE-4669 issued on November 3, 1978, and Case No. SE-8181 issued on December 4, 1984. These certifications are for a unit of employees working twenty (20) or more hours per week. This Agreement covers all such Congress-represented Faculty and Administrators, Counselors and Librarians (ACLs), except those covered by the Agreement between the Board and Congress/AFSCME (Merged Agreement)*.

Should additional colleges, branches, or teaching locations be established, all professional staff members employed therein by the Board who are in positions in the unit as defined pursuant to the aforementioned certification and Recognition Agreement shall be covered automatically by the terms of this Agreement.

ARTICLE II EMPLOYEE RIGHTS

Section 1. Collective Bargaining Rights

The Board will not discriminate, interfere, restrain or coerce professional staff members in the bargaining unit or in any way infringe upon their rights pursuant to

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

Sections 5-270 et seq. of the Connecticut General Statutes. The Congress shall represent all professional staff members in the bargaining unit without discrimination, interference, restraint or coercion, or in any way infringing upon their rights pursuant to Sections 5-270 et seq. of the Connecticut General Statutes.

Section 2. Nondiscrimination

The Board and the Congress shall continue their policy of not discriminating against any member of the bargaining unit on the basis of race, religion, physical disability, criminal record, national origin, sex (including sexual harassment), sexual orientation, age, marital status, political affiliation, or retaliation, as required by any federal or Connecticut statute or regulations pursuant thereto. The parties acknowledge their mutual support of the concept of affirmative action. In the event that a problem arises between the parties concerning affirmative action, it may be raised at a meeting between the union and representatives of the Board but not through the grievance and arbitration provisions of this Agreement.

Section 3. Gender

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.

Section 4. Domestic Partners

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.

Section 5. Redress

In the event there is an allegation by the Board, the Congress, or a member of the bargaining unit that Section 2 of this Article is violated, the matter may be raised pursuant to the grievance procedure in this Agreement provided, however, that in the event the matter is not resolved pursuant to said grievance procedure, rather than proceeding to arbitration, the sole and exclusive means of seeking further redress of the alleged violation shall be the federal and/or Connecticut statute, except in the case of dismissal pursuant to Article XVI, Section 1, or nonreappointment of a fourth or subsequent standard appointment pursuant to Article IX, Section 3.

ARTICLE III RIGHTS OF THE BOARD OF TRUSTEES

Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to: establishing standards of performance of its employees; determining the mission of the System and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, and transfer of personnel; determining educational policy, programs and courses; directing employees and determining professional assignments; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of regulations not inconsistent with this Agreement; and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE IV RIGHTS OF THE CONGRESS

Section 1. Use of Facilities

The Congress and its duly authorized shall be permitted to confer and transact official Congress business on college property and to use college facilities for meetings and other official business, subject to standard and reasonable rules established by the Board and provided that there is no interference with the instructional program and other operations of the college or the duties of professional staff members as employees.

No charge shall be made for use of facilities by the Congress provided that there is no cost to the college for such usage. If costs are incurred, they will be borne by the Congress.

The use of facilities does not include the use of equipment, machines, materials, supplies or similar items, or personal services. The foregoing notwithstanding, copy machines, if such are available at the college, may be used for local chapter purposes only.

The Congress may use the college internal mail service and professional staff mail boxes for purposes of communication, subject to the establishment by the President of standard procedures for general distribution. The Congress may post dated official notices and communications on suitable bulletin boards designated by the President of the college. The Congress will establish and publicize to unit members a toll-free telephone number for use when it is needed for union business.

Section 2. Chapter Meetings

The Congress shall have the right to schedule one regular and one emergency Congress chapter meeting per month during normal operating hours at a college at times mutually agreeable to the college President and the union. Subject to the operating needs of the college, non-teaching professional staff members shall be allowed to rearrange their schedules to attend such meetings provided, however, that the revised work schedule be approved by the appropriate management representative. Individuals shall not be required to reschedule mutually agreed upon time periods spent in such meetings provided that their work responsibilities are fulfilled. Teaching obligations take precedence over attendance at such meetings. Normal college procedures will be followed in scheduling available space.

Section 3. Congress Activity

A. Leaves of Absence for Union Assignments.

The Board of Trustees may grant leaves of absence without pay in accordance with the provisions of Article XIX, Section 1 of this Agreement to permit Congress assignees to pursue assigned union tasks. Such leaves of absence may be full or part-time, but in total may not exceed two full-time equivalent assignments per fiscal year for the System. Upon return from such leave, the employee(s) shall have the right to purchase back retirement credits for the period of the leave, provided that the employee or the union shall pay the State's contribution for the period of the leave.

The person seeking the leave will apply to the college President. The President will in turn forward the request to the Board, with a statement which indicates the effect of the leave on educational offerings and/or college services to students and includes a recommendation. Such a request must be made three months prior to the opening of a semester and shall not be unreasonably denied.

B. Released Time for Union Business.

The Board of Trustees shall grant released time, equivalent to twenty-four (24) contact/credit hours plus Additional Responsibilities for instructional staff and fourteen (14) hours per week for non-teaching professionals per year, to union officials for the purposes of: (1) investigating and processing grievances; (2) meeting with the Board or its representatives to discuss implementation of this Agreement; (3) conducting other union responsibilities related to collective bargaining and contract administration. The released time will be assigned on a semi-annual basis by the Congress, subject to the following: (1) the Board reserves the right to approve said selection on the basis of the impact of the leave on the college, provided that said approval shall not be unreasonably denied; (2) the Board will be advised of individuals so designated; (3) released time must be utilized in a manner which is least disruptive of the individual's professional responsibilities and college operations; (4) to this end, prior notice must be given to the appropriate management representative when released time is to be utilized. No teaching professional shall receive more than six contact/credit hours' release from teaching

responsibilities in any semester and no non-teaching professional shall receive more than seven hours' release per week.

C. Contract Administration Training/Attendance at Conventions.

Congress delegates to contract administration training/union conventions shall have a combined total of twenty-four (24) working days' leave with pay per year, to be distributed by the Congress, to attend said meetings upon thirty (30) calendar days' notice to the President of the appropriate college.

Section 4. Meetings of the Board

Such meetings of the Board or its committees which are public meetings according to law are open to any representative of the Congress. For each such regular or special public meeting, a copy of the agenda will be mailed to the President of the Congress 48 hours after it has been mailed to the Board. Included with the agenda will be reports that are related to agenda items, provided that such reports are public information and have been provided to Board members.

The President of the Congress or his/her designee shall be accorded the privilege of speaking at Board meetings in accordance with Board policy on oral presentation at meetings.

Should the Congress wish to have an item placed on the agenda of a Board meeting, the President of the Congress shall request such in writing of the Chancellor at least three weeks in advance. The Chancellor shall notify the President of Congress of the Board's disposition of the request. Bargaining unit members have the right to attend meetings of the Board or its committees to the extent provided by law or Board policy. If any right exists under law or Board policy for unit members to participate in such meetings, that right shall be accorded to unit members.

Section 5. Position Openings

The Board shall advise the Congress of all full-time openings in professional positions at any college or at the System Office.

Section 6. Notice to Chapter Chairs of New Bargaining Unit Hires

Names and addresses of new hires will be provided to Chapter presidents/chairs as soon as reasonably possible.

**ARTICLE V
DEDUCTION OF DUES AND SERVICE FEES**

Section 1. Dues

Upon receipt of a professional staff member's written authorization, the Board shall deduct from that professional staff member's salary each pay period such Congress dues as have been duly established pursuant to the constitution of and certified by the Congress, and remit same promptly to the Congress, together with a list of the names of members from whose salaries such deductions were made.

Section 2. Service Fees

Professional staff members who are not members of the Congress shall be required as a condition of continued employment to pay a service fee to the Congress each month equal to the regular Congress dues. The Board shall deduct this service fee from such professional staff member's salary each pay period and remit same promptly to the Congress, together with a list of the names of professional staff members from whose salary such deductions were made, unless the professional staff member has arranged another method of payment with the Congress and has so informed the college.

Notwithstanding the foregoing paragraph, objecting agency fee payers shall not be required to contribute to ideological or political activities of the union which are not germane to the Congress' collective bargaining obligations or its obligations to advance or protect the interests of bargaining unit members in appropriate legislative, administrative or legal forums. In order to ensure the rights of all individuals, the parties agree to the following procedures for agency fee payers.

On or before November 15 of each year, the Congress shall provide to each agency fee payer in the unit, a written statement of the major categories of union expenditures during the Congress' preceding fiscal year verified by an independent auditor. Said statement shall identify Congress expenditures with sufficient specificity to permit an agency fee payer to object to a category or categories of expenditures which the agency fee payer reasonably believes is for an objectionable ideological or political purpose under this section.

Any such objecting agency fee payer shall file such objections in writing with the Congress on or before December 15 each year setting forth the nature of such objection or objections and the amount of agency fee which such non-member believes is the proper amount under the provisions of this section.

The Congress, upon receipt of any such written objection, shall notify all agency fee payers of such objection as well as the date that a hearing shall be held by the Congress' Executive Board to consider such objection. The hearing and subsequent written decision of the Congress' Executive Board shall be completed no later than January 15 each year. In the event that proceedings before the Congress' Executive

Board do not resolve the objection, an objecting agency fee payer shall have a further right of appeal to the State Board of Mediation and Arbitration. Said appeal shall be filed by an objecting agency fee payer within fifteen (15) days of receipt of the Congress' Executive Board decision and shall be in the form of a letter to the State Board of Mediation and Arbitration setting forth the nature of the objections to the Executive Board decision. While the objection or objections filed by an agency fee payer are pending, the Congress shall place in escrow the amounts of the agency fee payer's payments which are reasonably in dispute, with such amounts verified by an independent auditor. Upon receipt of said appeal or appeals, the State Board of Mediation and Arbitration shall select from its public members an arbitrator to hear the appeal or appeals in an expedited manner. The decision of the arbitrator shall be rendered within 30 days of the close of the arbitration hearing and shall be subject to the provisions of applicable Connecticut statutes dealing with arbitration awards. Each party shall bear the cost of any attorney retained to represent its interests in the arbitration proceeding but the cost of the arbitrator's fees and expenses shall be paid by the Congress. When an award or decision is final, the amount established for the agency fee shall remain in effect for the contract year to which it applied.

Section 3. Calculation/Payment Schedule

Said dues or fees shall be paid bi-weekly for the life of this Agreement and, in the event of any time lapse in the above arrangements on the part of the employer, shall be deducted and paid retroactively to the Congress.

The employer shall annually electronically transmit to the Congress a run-off of each member of the bargaining unit, alphabetized by college, to include each employee's name, classification, gross salary and bi-weekly dues deduction (to be calculated by multiplying salary by the appropriate percentage dues rate).

The Congress assumes the responsibility for reimbursing bargaining unit members, upon their request, in the amount of any overpayment of Congress dues or service fees which they may have made due to an incorrect deduction of such dues or fees from their salaries by the employer's agent who is responsible for said deduction.

Section 4. Rebate

It is understood that the provisions of this Article are subject to the requirements of law. The Congress agrees to indemnify and save the Board harmless from any claims arising out of or resulting from any deduction from wages made under this Article. In the event any agency or court of competent jurisdiction orders the employer to rebate to employees the service fee or any portion thereof deducted pursuant to Section 2, the union agrees to hold the employer harmless for said deduction by returning the agency fee which has been deducted for the period involved, provided that this provision shall not take effect until any appeal has been exhausted.

Section 5. Summer Salaries

Dues and service fees shall be deducted from the payment of the summer-session salary at the rate of one percent.

Section 6. Payroll Deduction

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

**ARTICLE VI
ACADEMIC FREEDOM**

The Board of Trustees recognizes that professional staff members are entitled to academic freedom, such that:

(1) Each member of the professional staff is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other professional duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(2) Each member of the professional staff is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

(3) The professional staff member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

The parties agree that the foregoing language is intended to give meaning to a right of professional staff members which is derivative from the interest of the public and must be balanced with the rights of students. Accordingly, the parties agree that interpretations or applications of the foregoing language by any professional association or labor organization shall not be determinative in interpreting this Article.

ARTICLE VII GRIEVANCES

The Board and the Congress recognize the importance of adjusting grievances fairly without fear of prejudice or reprisal. Accordingly, the Board and the Congress agree that they will encourage the prompt settlement of grievances which may arise between a professional staff member, a group of the professional staff, or the union and the employer. Unless otherwise provided within this Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of all grievances.

The parties recognize that some grievances filed may concern the interpretation or application of language common to the Union and one or more of the other unions representing unclassified professional employees of the System. In such cases, the other union or unions shall be necessary parties with the rights to be present and heard.

Section 1. Informal Adjustments

Whenever possible, problems affecting professional staff members should be adjusted between the professional staff member and the immediate supervisor or within the college structure through the level of President if necessary. Any professional staff member in the bargaining unit may present and discuss his/her complaint with appropriate management representatives and may be represented by the Congress in this process. The Congress may present and discuss with appropriate management representatives any complaint on its own behalf, but not on behalf of a professional staff member or professional staff members. These presentations or discussions shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at the informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances. Such matters shall not be deemed grievances and their settlement shall not establish any precedent whatsoever for the resolution of any problems between a professional staff member and the immediate supervisor, the college, or the Board. If a bargaining unit member believes that a problem or concern constitutes a grievance, he or she may request that the President agree to extend the time for filing the grievance for up to fifteen calendar days, as provided in 2D below.

Section 2. Grievance Procedure

A. Definition.

If any professional staff member, group of professional staff members, or the Congress should have a complaint as to the interpretation or application of this Agreement, such complaint shall constitute a grievance subject to settlement pursuant to this Section.

In processing grievances under this Section at Levels One and Two, the parties shall not be precluded from considering questions of equity, provided, however, that any resolution based upon equity shall not constitute a waiver of the right to assert

appropriate contractual provisions in any like case unless such right is expressly waived in writing by the Chancellor.

B. Union Representation.

Grievants shall have the right to representation by the union at each and every level of the procedure outlined in this Section.

When an individual employee or group of employees elects to submit a grievance without union representation, the union's representative shall be provided a copy of the pending grievance and shall have the right to be present at any discussions of the grievance, except that if the employee does not wish to have the union representative present, the union representative shall not attend the meeting but shall be provided a copy of the written response to the grievance and no such response shall constitute an interpretation of this Agreement binding on the union.

C. Steps.

A grievance shall be filed on a form mutually agreed upon by the Board and the Congress. If the grievance involves an action of the Board or a matter of general applicability within the System, the grievance may be filed at Level Two, provided however that such grievances must be filed within thirty (30) calendar days after the grievant knew, or should have known, of the act or conditions on which the grievance is based. All other grievances shall be processed in accordance with the following:

(1) Level One – President

Within thirty (30) calendar days after he/she knew or should have known of the act or conditions upon which the grievance is based, the grievant shall present the grievance in writing to the President, specifying the facts, rationale, the section or provision of the Agreement alleged to have been violated and remedy sought, provided that this requirement shall not be interpreted to limit the right to amend a grievance. Failure to file the grievance within the time prescribed shall result in a waiver of the grievance. The President or designee shall meet with the grievant for the purpose of resolving the grievance and shall, within fourteen (14) calendar days of receipt of the written grievance, or the meeting with the grievant, render his/her decision and reasons therefore in writing to the grievant and the Congress office.

(2) Level Two – Chancellor

If the grievance is not resolved at Level One or the written decision of the President or his/her designee is not rendered within the time specified, the grievant may then appeal the grievance to the Chancellor but, if he/she chooses to appeal to the Chancellor, the grievance shall be filed within ten (10) calendar days of the receipt of the President's or his/her designee's answer or within ten (10) calendar days after the end of the time specified in Level One for said answer.

Failure to file with the Chancellor within the time specified shall be deemed to be acceptance of the decision rendered at Level One. The Chancellor or his/her designee shall meet with the grievant and shall render a written decision within twenty-one (21) calendar days of receipt of the grievance or the meeting with the grievant.

D. Extension of Time Limits.

Any of the specified time limits may be extended by mutual agreement between the grievant or his union representative and the President, or Chancellor, as the case may be, provided, however, that in no case shall the period of time for filing a grievance be extended more than an additional fifteen (15) calendar days except by the Chancellor or his/her designee. Any extension shall be in writing.

E. Appearances.

Whenever possible, grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved. If it is necessary to meet with the employer during working hours, the grievant, one union representative who is a member of the bargaining unit, and necessary witnesses may attend without loss of time or compensation for such meetings.

F. Information.

Upon reasonable notice, the Board shall make available to the Congress any relevant information as provided by applicable law.

G. Remand.

In the event that new information is introduced or new arguments presented at Level Two, the matter may be remanded to Level One for further consideration.

Section 3. Mediation Panel

There shall be a bipartite mediation panel which shall consist of two members selected for the Board and two members selected for the Congress. The panel shall be selected from two lists established in advance by the parties. Within sixty (60) days of the signing of this Agreement and whenever necessary thereafter, representatives of the parties shall meet to designate the individuals to be placed on said lists. The parties may by mutual agreement submit a grievance which has not been resolved at Level Two to the panel which shall hear the positions of the respective parties and endeavor to effect an amicable resolution. In the event that resolution is not possible, the sole authority of the panel shall be to make a confidential report and recommendation to the Chancellor with a copy to the Congress. The Chancellor shall within fourteen (14) calendar days after receipt of the report of the mediation panel render his/her decision and reasons therefore to the grievant with a copy to the Congress.

Section 4. Arbitration

A. Notice.

If the grievance is not resolved satisfactorily to the grievant at Level Two of the grievance procedure set forth in Section 2 of this Article, or in the mediation process, the Congress may proceed to arbitration by filing a written notice by certified mail with the Chancellor. Such notice must be postmarked within thirty (30) calendar days after receipt by the grievant of the Level Two or mediation decision or within thirty (30) calendar days of the expiration of the time for said answer, whichever is later.

B. Selection.

The parties shall attempt to select an arbitrator by mutual agreement. In the event that the parties do not agree upon an arbitrator within thirty (30) days of the notice provided for in paragraph A above, the grievance may be submitted to the American Arbitration Association, and the arbitrator shall be selected from a panel provided by the AAA pursuant to their rules and procedures. The arbitration shall be conducted under said rules and procedures. The foregoing shall not prevent the parties from otherwise agreeing to submit a matter to an arbitrator or arbitration panel other than pursuant to the AAA's rules and procedures.

C. Arbitrator's Authority.

(1) The arbitrator shall not have any power, right or authority to add to, subtract from, modify, change, or alter any of the terms or provisions or the express intent of this Agreement.

(2) The arbitrator shall be without power, right or authority to make a decision in the following areas beyond a determination as to whether the provisions set forth in this Agreement as to these areas were violated. Beyond making such a determination, the arbitrator shall not substitute his/her judgment for that of the Board or its representatives:

(a) any incident which occurred or failed to occur prior to the effective date of this Agreement, provided that grievances filed which antedate this Agreement shall not be deemed to be waived by reason of the execution of this Agreement;

(b) the failure or refusal by the Board to renew the contract of or reappoint a member of the bargaining unit on a standard appointment;

(c) disputes over alleged unlawful discrimination as set forth in Section 2 of Article II of this Agreement, except as provided in Section 4 of that Article;

(d) changes in job descriptions or assigned duties or classifications and pay grades for newly created positions;

(e) the granting of a promotion;

- (f) the granting of a tenure appointment;
- (g) the granting of sabbatical leave;
- (h) the granting of leaves for professional development;
- (i) the substance of an evaluation;
- (j) termination or reassignment for special reasons in accordance with Article XIII.

In the event that the arbitrator determines that the contractual provisions in these areas have been violated as alleged, his/her award shall direct that appropriate action be taken, which may include a reassessment of the original decision, but in no event shall such award have the result or effect of granting a promotion, tenure appointment, sabbatical leave, or leave for professional development.

(3) If notice that further employment will not be offered is inadequate solely upon the basis that it was not given on time as provided in this Agreement, the arbitrator may direct the Board to renew the appointment only upon a finding that no other remedy is adequate or that notice was given so late that the professional staff member was deprived of a reasonable opportunity to seek other employment, provided that such award or reappointment shall be for no more than one (1) appointment period and without right to further employment.

(4) An arbitrator's decision that may award employment that extends beyond the sixth year of employment shall not entitle the professional staff member to a tenure appointment. In such cases, the professional staff member shall serve during the seventh year as if such service had been performed during the sixth year of employment.

(5) Those inherent management rights not restricted by a specific provision of this Agreement are not directly or indirectly subject to the grievance and arbitration procedure.

D. Hearing.

The arbitration hearing shall be held in the City of Hartford, unless otherwise agreed to by the parties. The arbitrator's decision shall issue within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

E. Arbitrability.

(1) In the event that the Board challenges the substantive arbitrability of a grievance in a proceeding prior to arbitration, the guidelines articulated in the Steelworkers Trilogy shall be applied.

(2) The submission of questions of substantive arbitrability to the arbitrator in the first instance shall not constitute a waiver of the right to a fresh review without being bound by the arbitrator's decision over such questions, provided that this shall neither enlarge nor diminish the standard for review of questions of substantive arbitrability. The parties have not agreed as to whether the Trilogy is dispositive of post-arbitration decisions reviewing questions of substantive arbitrability.

F. Decision and Review.

The decision of the arbitrator shall be final and binding upon the Board, the Congress, and the grievant in accordance with the statutes of Connecticut. The parties intend that arbitral decisions (other than questions of substantive arbitrability addressed in the foregoing paragraph) shall be reviewable in accordance with the standards established in Enterprise Wheel.

G. Costs.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Any party desiring a transcript of the proceedings shall bear the cost.

H. Individual Rights.

It is understood that the procedure provided by this Article is not intended to address claims not within the scope of this procedure.

ARTICLE VIII MAINTENANCE OF RECORDS

Section 1. College Files

Each college in the Connecticut Community College System shall three official files for each member of its professional staff: (1) a personnel file, (2) a professional file, and (3) an application file.

A. Personnel File.

The personnel file shall include the following: (1) record of salary, increments, and change of status; (2) record of leaves of absence, vacations, and personal leave days; (3) sickness reports; (4) records of payments for insurance, retirement benefits, etc.; (5) record of accrued longevity; and (6) general fiscal data. These records shall be accessible on a reasonable basis to the professional staff member concerned.

B. Professional File

Subject to the provisions specified hereinafter, the President of the college shall be responsible for the confidentiality, control, and content of the professional file. The foregoing shall not be interpreted to override applicable law with regard to disclosure. The file may include only the following: (1) information relating to the professional staff member's academic and professional accomplishments; (2) records

generated by the college; (3) reports of the evaluation of the professional staff member's performance; (4) memoranda of discussions between the professional staff member and supervisory and managerial personnel, including but not limited to department chairpersons, division heads, deans, or Presidents, relating to the professional staff member's employment relationship to the Board; and (5) signed, written statements relating to the quality of service of the professional staff member.

Where no released time is provided, a bargaining unit member may include in the professional file a statement of the extent of activities as campus grievance representative or as a participant in joint activities of the Board of Trustees and the Congress.

The professional staff member may attach written comments. To this end, professional staff members are encouraged to review their files on a regular basis with the right to have any and all documents reproduced at cost to the professional staff member. Such files shall be placed in a location other than the private office of the President. No item shall be included unless a copy has been provided to the professional staff member together with a notice that a copy will go into the file. Each document placed in the file shall be numbered seriatim in chronological order.

The Congress may have access to a unit member's professional file upon written authorization of the unit member. Any such authorization shall not be valid for a period in excess of twenty working days.

C. Application File.

The application file, which shall be in the control of the President, shall contain all materials requested by the college or supplied by the professional staff member in connection with original employment, including confidential material solicited in regard to the employment application. Such confidential material shall be accessible to the individual professional staff member unless such professional staff member agreed to its confidentiality as to himself prior to its solicitation. The material may be made available to the Board of Trustees and appropriate System Office and college personnel and committees for the purpose of initial selection. Confidential material may not be utilized in any subsequent decision affecting the individual's employment, except as the initial appointment may come into question.

Section 2. System Office Files

A. General File.

Files for all professional staff are maintained in the System Office. These files may contain materials submitted to the Board in support of appointment recommendations by the Presidents. The files may also contain duplicates of all materials submitted in conjunction with Board actions, such as promotions, and duplicates of all appointment and reappointment notices. In addition, all correspondence between the System Office and the individuals may be part of these files. The file shall

be accessible on a reasonable basis to the professional staff member concerned, who may attach written comments.

B. Grievance File.

In any action taken or recommended by a President in which an appeal is made by a professional staff member to the Board, a separate file relative thereto may be maintained. This file shall be accessible on a reasonable basis to the professional staff member concerned.

Section 3. Limitations

A. No material from any source other than the files referred to in Section 1 above shall be used as the basis for any disciplinary action. Written notes or records regarding matters which are to be used as a basis for discipline shall be merged into the professional file by incorporation into an evaluation or by written communication to the professional staff member concerning the problem, provided that prior to discipline any such evaluation or communication shall be provided to the professional staff member for a period of time sufficient to provide reasonable notice of the proscribed conduct. Nothing herein shall prevent the employer from deviating from this provision when the nature of the offense requires or when the professional staff member could reasonably be expected to know of the inappropriate nature of the conduct. Materials withdrawn by agreement from an individual's professional file may not be asserted as the basis for any disciplinary action, but may be considered with regard to the extent of disciplinary action and relevance, if any, to defenses to disciplinary action.

B. An employee may contest the accuracy, completeness, or relevancy of any facts stated in said documents within thirty (30) calendar days after the date on which notice of inclusion was transmitted to the professional staff member. The employee may file a grievance within thirty (30) calendar days after the date on which notice of inclusion was transmitted to the professional staff member. No grievance may be filed which directly or indirectly contests a judgment stated or reflected in such documents. Grievances arising hereunder may only contest the accuracy, completeness, or relevancy of facts contained in the documents. Only questions of accuracy or relevancy may be brought to arbitration under Article VII. In any such arbitration, the burden shall be on the employee to establish that the matter complained of constitutes a fact and that said matter, once established to be a fact, is inaccurate. In lieu of or in addition to filing a grievance hereunder, an employee may attach to any such document a statement indicating the employee's belief that facts stated in said document are inaccurate, incomplete, or irrelevant and/or setting forth the facts as understood by the employee.

C. A written reprimand or warning shall carry the date, if any, of planned removal from the professional file. Evaluations and signed statements of an evaluative nature shall not be construed as written reprimands or warnings. It shall be the employee's obligation to request such removal after the reprimand's expiration date, if any, has passed.

D. An employee may request destruction of any document in his/her professional file which is more than seven (7) years old except for documents which comprise part of the evaluation process set forth in Article XI, hereof, or any documents reflective of a pattern of employee conduct which continued into the seven (7) year period and which was subsequently addressed, in writing, by another document contained in the professional file. Pursuant to such a request, the employer will make a good faith request of the Public Records Administrator for such destruction.

The parties recognize that this provision does not negate the employer's existing right to remove and destroy documents in accordance with applicable law.

E. The provisions of this Section shall not affect the employer's burden under Article XVI.

ARTICLE IX APPOINTMENT AND REAPPOINTMENT

Section 1. Types of Appointments

All members of the bargaining unit hold one of the types of appointments described in this Section. No appointment shall be made or modified except in accordance with the Agreement.

A standard appointment is an appointment which creates an interest in employment at a college for a specified term of one (1) year or less.

A tenured appointment is an appointment which creates an interest in employment at a college without limit of time, subject to retirement, dismissal, and termination for special reasons and subject to evaluation for consideration for continuation in accordance with Article XI, provided that a dismissal based on said evaluation shall be subject to Article XVI. A tenured appointment normally will not be offered to a member of the bargaining unit until he/she will have, by September 1 of the year such appointment is to be effective, completed six (6) years of full-time employment by the Board at the same college, at least three (3) years of which must be in the current job function. Service as a lecturer or educational assistant shall not count toward the six-year requirement, unless the Chancellor determines that all or a portion of such service should count.

A special appointment is an appointment to the position of lecturer or educational assistant which creates an interest in employment for a specified term of one (1) year or less at a college. Such an appointment does not require notice of nonreappointment and is not subject to Section 3 herein below. An individual in the bargaining unit shall not be employed on a special appointment for more than two (2) years, provided that this limitation shall not apply to positions funded by external funds such as government or private grant or contract, except that the non-reappointment of said individual for reasons other than the loss or reduction of said funding shall be

governed by the appropriate provisions of this Article. See side letter Re: Grants and Contracts. Nonreappointment for reasons other than special reasons of a full-time employee on special appointment who was hired prior to January 1, 1975 shall be subject to the provisions of Section 3 of this Article as if such individual had been on a standard appointment; this provision shall not constitute a precedent for individuals hired on special appointments after January 1, 1975.

Newly hired ten-month staff who have met their scheduled obligation of professional staff meetings and are present and working on the first day of classes shall receive compensation from the beginning of the appointment period for all ten-month staff.

Section 2. Authority to Appoint and Reappoint

Except as expressly provided for by Board policy, the authority to offer appointments and reappointments rests with the Board of Trustees and no agent of the Board may expressly or by implication offer appointment or reappointment.

Section 3. Nonreappointment of Standard Appointments

Notice of intent not to renew a standard appointment shall be afforded by the employer, in writing, three (3) months prior to the termination of the appointment for the first standard appointment, six (6) months prior to the termination of the appointment for the second standard appointment, and, in the case of each subsequent standard appointment, the effective date of termination shall be at least twelve (12) months from the date of notification. Any extension of appointment to meet the notice requirements of this section shall not constitute a new appointment and the termination of the extension shall not be otherwise reviewable. In the case of the nonreappointment of the third or subsequent standard appointment, the bargaining unit member shall be notified in writing of his/her right to union representation.

For each of the first three standard appointments, the decision of the employer not to renew an appointment shall be final. An initial standard appointment made on or before December 1 of any appointment period shall constitute the first standard appointment. This provision shall not be deemed to affect appointments made prior to the effective date of this Agreement.

In the case of nonreappointment of the third or subsequent standard appointment, the employee may request a written statement of the factors considered. The decision of the employer not to renew the third or subsequent standard appointment shall not be arbitrary, capricious, or unreasonable, provided, however, that the decision of the employer not to renew the third standard appointment shall not be subject to the arbitration procedure of this Agreement.

Section 4. Tenure

A. Purpose.

Tenure is a means for providing job security consistent with the mission of the community colleges and of assuring a high level of service to the college by those holding such tenure. The employer agrees that the appointment of a member of the bargaining unit who has been granted tenure pursuant to the terms of this Agreement or who had acquired tenure under the Board's personnel policies may be terminated only in accordance with the procedures set forth in this Agreement. The professional staff member has a correlative responsibility to the employer to maintain an acceptable level of proficiency in service to the college.

Tenure is granted by the President and relates only to the college and not the System. Tenure recognizes professional growth and improvement in service to the college, the usefulness of the individual's services to the college, affirmative evidence of an acceptable level of proficiency of service, and the potential for service and professional growth. The decision of the President with respect to tenure shall be final.

B. Procedure.

The following procedures shall govern the consideration of bargaining unit members for tenured appointments. The President or his/her designee is responsible for insuring that the procedures are followed.

(1) The President shall annually, by October 1, publish a list of those eligible for consideration for tenure as provided in Section 1 of this Article.

(2) By November 1, the professional staff member shall submit a request for consideration for tenure, utilizing a form to be established by the Board after consultation with the union. By December 15, the supervisor shall consider each member of the bargaining unit who is eligible for tenured appointment and who has submitted a request pursuant to this paragraph and shall:

(a) recommend that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued;

(b) inform each candidate for tenure, in writing, of the recommendation made;

(c) inform each individual for whom a standard appointment is recommended, in writing, of areas needing improvement, where appropriate;

(d) forward her/his recommendations to the President.

In making a recommendation, the supervisor shall be guided only by the best interests of the college and the individual's quality of performance of professional

responsibilities as provided in Article X of this Agreement and shall give consideration to all evaluative material in the individual's file generated since her/his original appointment to the college.

(3) At each college there shall be a Tenure Committee elected by the members of the bargaining unit. The size and composition of the committee shall be determined by the President and shall reflect, whenever possible, the ratio of teaching faculty, non-teaching faculty, and administrators in the bargaining unit at the college, except that, whenever possible, individuals not holding tenured appointments shall not be eligible for Tenure Committee memberships. The Tenure Committee shall review all evaluative material in the candidate's file generated since her/his original appointment to the college, and the recommendations of the supervisor.

The Tenure Committee shall keep a written record of the dates of all meetings, attendance at meetings, and materials considered. All records and materials shall remain in the custody of the President or her/his designee. The committee shall not disclose its records or recommendations except as provided herein.

In making its recommendations, the Tenure Committee shall be guided only by the best interests of the college and the individual's quality of performance of professional responsibilities as provided in Article X of this Agreement as indicated by material in the individual's file generated since her/his original appointment to the college.

All materials pursuant to (2) above, including the supervisor's recommendations, shall be forwarded to the Tenure Committee by the President or his/her designee. The committee shall, by March 1, consider each member of the bargaining unit who is eligible for a tenured appointment and shall:

- (a) recommend that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued;
- (b) forward its recommendations to the President;
- (c) inform each candidate for tenure, in writing, of the recommendation made;

(4) In making a decision, the President shall be guided only by the best interests of the college and the Community College System and the quality of the individual's performance of professional responsibilities as provided in Article X of this Agreement and shall give consideration to all evaluative material in the individual's file generated since her/his original appointment to the college.

In determining whether to grant tenure, the President shall review the recommendations of the supervisor and the Tenure Committee. In addition, the President may consult with and/or seek the recommendations of other representatives of the

employer, provided, however, that the President shall inform persons under consideration for tenure of any formal recommendation process and any such recommendations shall be guided only by the criteria contained in this Article. Formal tenure recommendations made to the President by management officials shall be consistent with the following:

(a) Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility.

(b) Such management recommendations shall be guided only by the criteria contained in this Article, and management personnel shall give consideration to all materials specified above and the recommendations of the supervisor and the committee.

(c) In the event that a bargaining unit member is not recommended for tenure, the management person shall inform the bargaining unit member, in writing, of areas needing improvement, where appropriate.

The foregoing shall not be deemed to limit the right of the President to consult other management representatives as provided in this paragraph.

Prior to making her/his decision respecting tenure, the President shall meet and discuss her/his intended decision with the Tenure Committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor.

The President may decide that a tenured appointment be granted, that a tenured appointment not be granted and a standard appointment issued, or that a tenured appointment not be granted and a final appointment issued. If a standard appointment is granted, the President shall specify areas of improvement, in writing, to the candidate and the tenured appointment review process shall be repeated the following year. The decision to grant a final appointment shall be subject to the provisions of Section 3 of this Article.

The President shall communicate his/her tenure decisions to the Board by April 1. The President shall inform the person concerned, in writing, of his/her decision.

**ARTICLE X
WORKING CONDITIONS AND WORK LOAD**

Section 1. Teaching And Related Duties Of Teaching Faculty

All Teaching Faculty members shall:

(a) within the work load limitations of Section 3 of this Article, perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;

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

(c) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required (see side letter re: Commencement);

(d) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;

(e) prepare and teach college-approved courses in accordance with approved course descriptions and class schedules, including developing syllabi and reading lists and keeping each course taught complete and up to date;

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

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

(h) perform divisional or departmental responsibilities in the selection of texts and related teaching resources;

(i) maintain a minimum of three (3) regularly scheduled office hours per week, scheduled in time blocks of no less than one-half hour periods, or an equivalent assignment designated by the employer, for the purpose of student-faculty contact as it relates to classroom instruction;

(j) engage in academic and career-oriented advising of students;

(k) maintain contact with one's academic discipline(s) or areas of assigned responsibility, the development of knowledge in one's field of specialization, and the teaching/learning process; in connection with career-oriented programs, this also involves working with program advisory committees;

(l) maintain accurate student records;

(m) distribute to students during the first week of classes, subject to subsequent modification, with copies to the supervising dean, a course outline or overview, information as to course objectives, topics and assigned time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized;

(n) attend System-wide convocations; conferences and meetings during the work year;

(o) prepare routine reports such as veterans' attendance records or academic deficiency reports;

(p) during the second week of classes, submit to the supervising dean a schedule confirming the number, hours and location of each assigned course together with the location and time of office hours and other regularly scheduled professional responsibilities.

Section 2. Additional Responsibilities/Teaching

The Additional Responsibilities as specified in Section 3A may include, but shall not be limited to the following, and shall be for the purpose of fulfilling the mission, goals, and priorities of the college and the System as determined by the employer:

(a) preparation of special reports such as accreditation reports;

(b) participation in special college projects, surveys, studies;

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

(d) participation in community service activities designed to further the mission of the college;

(e) participation in career-development and related advising activities or special retention programs (in addition to academic and career-oriented advising required of all faculty as provided in Section 1j above);

(f) serving on System-wide committees;

- (g) advising student organization and activities;
- (h) peer evaluations requested by the college administration; the evaluation of part-time faculty; retention counseling; the recruitment of students;
- (i) providing assistance in student registration and add/drop procedures;
- (j) working with statewide and/or regional business groups and trade associations and/or employers to ascertain what educational programs and offerings they would like the college to provide to their current and/or future employees; as approved by the college, developing traditional and/or non-traditional courses; programs and offerings to meet the identified needs of such groups, associations and/or employers;
- (k) working with high school and/or adult education administrators, teachers and other professionals (e.g. counselors), and students to ascertain the needs of high school and G.E.D. graduates which, if met by the college, would induce them to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses; programs and offerings to meet the identified needs of such graduates;
- (l) working with community agencies and similar organizations (traditional and non-traditional) to ascertain the needs of the individuals they serve which, if met by the college, would induce those individuals to attend the college and/or would facilitate their success at the college; as approved by the college, developing traditional and/or non-traditional courses, programs and offerings to meet the identified needs of such individuals;
- (m) developing professional development activities consistent with an approved departmental, divisional or college professional development plan;
- (n) within the limitation of the Article, such other administrative or supervisory or teaching-related assignments as are consistent with the mission and goals of the college, including but not limited to:
 1. additional office hours;
 2. supervising adjunct or independent study, provided it is not asserted that such supervision is part of the teaching obligation of 24 contact/credit hours;
 3. review of patient charts in preparation for clinical instruction.
- (o) Significant leadership on a major committee or a significant time commitment resulting from membership on a committee.

Section 3. Work Load, Hours of Work, and Work Year of Teaching Faculty

A. Work Load.

During each academic year, full-time teaching faculty shall:

(1) teach twenty-four contact/credit hours and perform related duties as provided in Section 1 above (one 50 minute lecture hour shall equal one contact/credit hour for purposes of this provision);

(2) perform Additional Responsibilities equivalent to the preparation and teaching of an additional three contact/credit course or an 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 2 above.

(See Side Letter Re: Additional Responsibilities of Teaching Faculty and Additional Responsibilities Addendum.)

Laboratory hours in the sciences (including computer science) and technologies shall be treated the same as lecture hours for teaching credit purposes – that is they shall not have a lab/lecture ratio. The ratio of lecture hours to clinical hours in allied health, art studio hours, hospitality and food service laboratory hours, and all other courses having a laboratory, studio, or clinical component shall be .826 for the first year of this Agreement. Beginning in 2003-04, clinical hours in allied health shall be treated the same as lecture hours for teaching credit purposes, that is they shall not have a lab/lecture ratio. Beginning in 2004-05, art studio hours, hospitality and food service laboratory hours and all other courses having a laboratory, studio or clinical component shall be treated the same. The present ratio for lecture hours to practica hours shall continue in effect.

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

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

(See side letter Re: Teaching Workload Obligation.)

B. Faculty Initiated Courses.

For such purposes as developing new courses or experimental approaches, or providing for the cultural enrichment of teachers and/or students, teaching faculty may, with the approval of the college President, offer additional courses beyond the limitations of Article X, Section 3A. There shall be no compensation for such course offerings, except that after the following minimum SCH are reached on a cumulative basis, said teachers shall be offered the appropriate reduction in contact/ credit hours of teaching the following semester. Cumulative minima: composition, foreign language, remedial courses, 80 SCH; all other courses, 100 SCH.

C. Hours of Work and Work Year.

(1) The work year for teaching faculty members shall consist of up to 160 days of instruction and exams. In addition, faculty members may be scheduled for up to eight (8) additional days plus commencement for a total of 169 days. Where possible, the additional days should be scheduled at each college and by October 1 for the fall semester and by February 15 for the spring semester, provided that orientation days shall be scheduled no later than June 1 for the fall semester and October 1 for the spring semester. As used herein, orientation days shall refer only to scheduled obligations which apply to all teaching faculty at an institution.

(2) Fall semester – Teaching faculty may be scheduled to work beginning on or after August 25 through December 23rd. However, where necessary for programmatic reasons (e.g., allied health programs), the academic work year may begin up to a week before August 25th by mutual agreement, which shall not be unreasonably withheld. Regardless of the first scheduled day of work, the first paycheck for new full-time, ten-month teaching faculty who begin employment at the beginning of the academic year will be no later than the pay period that includes August 25th.

(3) 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.

A teaching faculty member who has fulfilled the employment responsibilities of any one semester shall be entitled to salary equal to one-half (1/2) of her/his normal annual salary.

Teaching faculty are committed to the operation of the college five days a week, in day and evening sessions, which may include Saturday or Sunday. Unless

otherwise agreed to by the individual concerned, all members of the faculty must have two consecutive days off in each week including either Saturday or Sunday, except for days scheduled pursuant to C(1) above. Teaching faculty may be required to work a sixth day in a work week no more than twice per academic year. A teaching faculty member who, on a given work day, has no scheduled classes, no committee, department, division, faculty or staff meetings, or other professional responsibilities as provided in this Agreement shall not be required to be present at the college, provided, however, that such member shall be available for the performance of such professional responsibilities.

To the extent possible, the assignment of a teaching faculty member to a class schedule shall be based on mutual agreement between the faculty members, grouped by division or department, and the division or department head, and shall be subject to the approval of the President or his/her designee. If no agreement is reached, the President or his/her designee shall assign teaching schedules.

When possible, a faculty member may be granted scheduling privileges as to days and time of day by the President, in cases such as these:

- (1) when the faculty member is engaged in special college-approved community service programs or special employer-approved activities;
- (2) when the faculty member is engaged in a program of study relevant to his/her professional responsibilities at an accredited institution and has not been granted released time;
- (3) when a faculty member is engaged in research or writing deemed by the President to be beneficial to the member and to the college;
- (4) when there are circumstances of a personal nature warranting special consideration. In any of the above instances, arrangements must be worked out giving careful consideration to schedules of other faculty and staff and needs of students for particular courses. Such arrangements may occur only with the written approval of the President.

Section 4. Duties of Nonteaching Professional Staff

All Nonteaching Professional Staff shall:

- (a) within the work load limitations of Section 5 of this Article, perform such other duties as the President may assign, provided that such duties shall be consistent with the mission of the college;
- (b) serve on college and division/department committees, if chosen;

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

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

(e) attend and participate in commencement ceremonies, unless excused by the President, wearing academic garb when required (see side letter re: Commencement);

(f) attend and participate in college convocations, conferences, and meetings, and divisional/departmental meetings during the work year;

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

(h) serve on System-wide committees.

The responsibilities of non-teaching professional staff shall be assigned in accordance with the System-wide job description approved by the Chancellor or developed by the President to meet the needs of local campus subject to the approval of the Chancellor.

A bargaining unit member may request a copy of his/her job description and the employer will provide a copy.

The Board may consult appropriate professional groups with regard to any contemplated change in a system-wide job description. When such a change is under consideration, the Board shall notify and consult the union and provide sixty (60) days within which the union may respond.

(See side letter Re: Grade Placement.)

Section 5. Work Load, Hours of Work, and Work Year of Nonteaching Professional Staff

A. Work Load.

The required work week is 35 hours of assigned responsibilities which may include evening or weekend work. Unless otherwise agreed to by the individual concerned, all members of the non-teaching professional staff must have two consecutive days off each week including either Saturday or Sunday. The 35 hours shall be scheduled

over a five-day work week, provided that the individual and the President or his designee may, by mutual agreement, schedule a four-day work week and provided that a sixth day may be required in exceptional circumstances or by agreement with the employee. There shall be no obligation for mutual agreement if a four-day schedule is changed by the employer. The parties recognize that fulfillment of professional responsibilities may necessitate service to the college in excess of 35 hours per week. The President or his designee shall consult with professional staff members prior to the establishment of work schedules. When possible, and consistent with the interests of the college, a professional staff member may be granted scheduling privileges as to days and hours, including a nonstandard schedule, by the President. Such arrangements may occur only with the written approval of the President whose decision shall be final.

Professional staff members who are granted scheduling privileges to attend, during their regularly scheduled hours, a credit or non-credit course for retraining or to enhance knowledge or skills related to their responsibilities will either be scheduled for make-up hours or otherwise fulfill their professional responsibilities in a manner approved by the President or his/her designee whose decision shall be final.

B. Work Year.

The work year for twelve-month nonteaching professional staff shall normally begin on July 1 and conclude the following June 30.

The work year for ten-month nonteaching staff shall begin on or after a date established by the employer. Ten-month staff then serve for a continuous period of ten months, unless the parties mutually agree otherwise, or, specifically, not less than 217 days.

This provision shall not prevent the Board from making appointments of shorter duration.

C. Informal Work Schedule Adjustments/Compensatory Time.

In those cases in which a professional staff member, in significant measure, works repeatedly more than 35 but less than 40 hours per week, informal work schedule adjustments will be accommodated. When work is performed in excess of 40 hours per week, compensatory time will be provided on a one-for-one basis in accordance with the following procedure:

1. Compensatory time can be accrued only with the prior approval of the employer, except when emergencies or unanticipated conditions make it impractical to obtain such prior approval.

2. There shall be a record of accrued compensatory time as it is approved and used. Such record of accumulated compensatory time shall be available to the employee and the union.

3. Compensatory time shall be used within the calendar year earned or within three months of being earned, whichever comes later, at times mutually agreeable

to the employee and supervisor. When using compensatory time, employees are expected to take into account the interests of the college and to accommodate to the scheduling requests of supervisors. In the event that time off is not allowed, the employee may request that compensatory time be taken at a later date. Such requests shall not be unreasonably denied. Compensatory time not used pursuant to this provision shall be lost, except as provided in paragraph 4.

4. The parties recognize that there may be special circumstances in which their agreements with respect to informal work schedule adjustments and use of compensatory time cannot be implemented because of the nature of the work or staffing. In those circumstances, employees will accrue compensatory time on a seven-for-ten basis for all time worked between 35 and 40 hours per week and on a one-for-one basis for hours after 40 per week up to a total of 70 hours. In any pay period, after an employee in such circumstances accrues 70 hours of compensatory time, the employee will be paid at a straight time rate for those additional hours which would have otherwise been added to the compensatory time total. Situations to be covered by this provision will be identified by mutual agreement of the parties. This method of computing for compensatory time will be used only for purposes of this paragraph and will have no application to any other provision of this agreement.

5. Upon terminating employment, an employee will be paid for accrued but unused compensatory time up to a total of 70 hours pursuant to the following limitations. Nothing in this provision modifies or supersedes the requirement that employees use compensatory time as set forth in paragraph 3 above. In the event that an employee ends employment without giving at least two weeks notice, the employee shall not be paid for any unused compensatory time. In the event that the employee provides at least two weeks notice, the employer may pay out the unused compensatory time by relieving the employee of the obligation to work through the notice period.

Section 6. General Provisions

A. Outside Employment.

Full-time employment by the Board shall be considered the basic employment of each professional staff member. Outside employment is work for which compensation is received and which is not within the normal duties and responsibilities assigned to a professional staff member as an employee of the Board. A professional staff member engaged in outside employment shall notify the President of the college of this activity in a general statement indicating the extent of such employment.

Outside employment shall be limited so as not to impair the performance of the professional staff member's professional responsibilities. Outside employment which requires the member's absence on a school day during that member's normally scheduled working hours when he should be available for professional responsibilities as provided in this Agreement is presumed to interfere with the performance of the duties and responsibilities of that member. Outside employment, including consulting or other

self-employment, may not be asserted as a basis for academic or professional scheduling privileges.

B. Indemnity for Liability.

The protection of bargaining unit members from liability afforded by the Connecticut General Statutes shall be continued. In deciding whether to provide counsel to an employee, the question of whether such employee was acting within the scope of his/her employment shall be sympathetically considered consistent with the purpose of the indemnification statutes.

C. Additional Employment.

The Board may authorize additional payment for services performed by full-time professional staff members provided that the nature and scope of such services, particularly with regard to instructional services, lie outside the regular duties of the professional staff member and are so certified by the President of the college, and that they constitute no more than the estimated equivalent of teaching an additional class or one-fifth of a total load.

D. Professional Day.

There shall be a Professional Day each year, scheduled on a Saturday between March 15 and April 15, for the purpose of discussing matters of educational concern to the Community College System, its staff, and students. The organization of the Professional Day shall be the responsibility of a Professional Day Committee of six members, of whom three shall be named by the Congress and three by the Board. The Congress and the Board shall each contribute \$500 for the expenses of the Professional Day, unspent monies to be refunded to each on an equal basis.

E. Audio-Visual Instructional Materials and Copyrights.

There shall be a Study Committee on Audio-Visual Instructional Materials and Copyrights composed of eight members, four to be appointed by the Board and four by the Congress. This committee shall make recommendations regarding disposition and future use of material developed by a professional staff member while in the employ of the Board, royalties, residual fees, assignment of copyrights, and related matters. When and if the committee reaches agreement on a policy with regard to this subject, such shall become an official part of this Agreement after ratification by the Board and the Congress.

F. Summer Session Assignments.

Priority for consideration for summer session assignments for additional pay will be given to full-time ten-month professional staff members within each college for employment in their primary areas of competence up to a maximum of 80% of the anticipated course offerings. Each college shall establish a system of rotation for allocating available opportunities. The offer of employment is made only by written contract executed by the President. In selecting professional staff members for the summer session, the President may consider but is not limited to consideration of the requirements of the assignment and any special skills or experience of potential

assignees. Nothing herein shall preclude the President from offering summer school employment to nonbargaining unit members.

Summer session pay shall be according to the schedule for part-time lecturers, except that up to two courses per session, but no more than four per college per summer, may be taught at a lower rate by mutual agreement between the employee and the college.

G. Class Cancellation.

When classes or services are cancelled due to inclement weather, academic requirements shall be made up in a manner approved by the President or his designee. When classes have been cancelled and a hazardous driving condition exists, non-essential staff are not expected to report for work while such conditions continue, provided that accrued time is used, the hours are made up or professional responsibilities are fulfilled in a manner approved by the President or his designee. In these situations, it is understood that essential personnel may be required to report to work as scheduled. The decision of the President or designee hereunder shall be final.

In the determination of essential personnel, the President or designee will give consideration to the coverage of basic services, and to accommodation of special problems of specific members of the unit, given the staffing pattern of the campus.

It is understood that the late arrival (up to 2 ½ hours) of essential personnel, due to the severity of the conditions, will not be charged to the unit member's leave balances.

The parties recognize the desirability of providing timely notice of class cancellation due to inclement weather to clinical nursing instructors. Accordingly, every effort will be made to inform the Directors of Nursing of cancellation by 6:00 a.m. or as soon thereafter as reasonably possible.

H. Class Coverage.

Each department, division, or discipline shall establish, subject to the approval of the academic dean, procedures for handling class coverage up to a maximum of one week of absence of a teaching faculty member. Thereafter, such teaching shall be compensated on the basis of the extension credit rate established by the Board of Trustees.

I. Changes in Assignment of Professional Staff.

The terms of an appointment of a member of the professional staff assigned to a different Board classification (excluding promotion) or the reclassification of the member of the staff from a 10- to an 11- or 12- month appointment or from a 12- to an 11- or 10- month appointment shall be negotiated for a period not to exceed 30 days with the individual concerned, who may be represented by the Congress. A change from a 12- to an 11- or 10-month appointment shall result in a 1/12 reduction of the original base salary for the first appointment year following said change and for 10-month

appointments an additional 1/12 reduction of original base salary for the second appointment year. The terms of appointment shall be in writing. The decision to reclassify shall not be subject to arbitration except on the basis that the decision was arbitrary and capricious.

J. Notice of Retirement or Resignation.

It is recognized by the parties that a professional staff member should give notice of retirement or resignation in advance whenever possible in order to allow for the normal recruitment and hiring process, preferably not less than 90 days.

K. Part-time Employment at Another Community College.

Whenever a full-time member of the professional staff is employed to teach part-time at any Community College in the System, the rate of compensation for said teaching shall be calculated upon the basis of the total number of courses previously taught by that individual in any and all colleges in the Community College System.

L. Health and Safety.

The employer shall maintain safe and healthy working conditions in accordance with applicable law. Unit members shall not be required to work under unsafe conditions, provided that such conditions have been brought to the attention of the President of the college or his/her designee, in writing, by the unit member and the college has failed to exercise reasonable efforts to redress the complaint; however, a unit member must follow the rule, work now, grieve later, unless there is imminent danger to the employee's physical well being.

In any grievance regarding this Section, the award of an arbitrator in matters relating to physical facilities, staffing and the hiring of additional staff shall be advisory only and not binding on the Board. This limitation shall not prevent the Board of Trustees from seeking legislative funding pursuant to the advisory opinion.

The Board shall comply with the provisions of the Connecticut Occupational Safety and Health Act. Such compliance shall not be subject to arbitration.

ARTICLE XI EVALUATION

Section 1. Criterion

The criterion for the evaluation of professional staff members shall be the quality of the performance of professional responsibilities as provided in Article X of this Agreement.

Section 2. Periodic Evaluation

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

- (1) in each of their first two appointment periods;
- (2) once in every two years thereafter for those on standard appointments;
- (3) once in every three years thereafter for those holding tenured appointments.

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.

This provision notwithstanding, the Board or its representative may initiate more frequent evaluation as appropriate.

The professional staff member shall be notified in advance of the period (not to exceed two weeks) during which a classroom visitation for the purpose of evaluation is to occur.

Section 3. Optional Peer Evaluation

A professional staff member may request a peer evaluation, provided however, that the request must be made prior to the occurrence of any other scheduled evaluation. Selection of the peer shall be by mutual agreement between the President or his designee and the person to be evaluated.

The peer evaluation shall be forwarded to the next management level by the evaluator independently of the evaluation pursuant to Section 2 above.

Section 4. Staff Improvement

Management or a professional staff member may, at any time, arrange for an evaluation by a mutually acceptable peer (s) or by other mutually acceptable method of systematic rating for the sole purpose of self-improvement. Such evaluation shall have no other standing and the report shall not be placed in any official personnel record of the professional staff member.

Section 5. Opportunity to Discuss Evaluation

In the case of every evaluation of a professional staff member, there shall be provided the opportunity to meet and discuss the evaluation with the evaluator, prior to its submission elsewhere.

Section 6. Evaluation Forms

There shall be standard evaluation forms.

**ARTICLE XII
PROMOTION**

Section 1. Definition

Promotion recognizes quality of performance by means of an increase in compensation, as provided herein. Within the current delegation of authority, all promotion-eligible candidates shall be promoted if the President determines that they meet the standards for promotion in this Agreement.

Section 2. Standard for Promotion

The standard for promotion shall be the individual's quality of performance of professional responsibilities as provided in Article X, Section 1 of this Agreement and the individual's job description. Consideration shall be given to all evaluative material in the applicant's file generated since the applicant's previous promotion or original appointment to the college, whichever is more recent.

In the case of teaching faculty, for promotion to all ranks the major area of emphasis shall be growth and demonstrated competence in teaching and related responsibilities; for promotion to professor or associate professor, additional consideration shall be given to demonstrated growth and effectiveness in community service, contribution to the college, and professional development and, additionally, for promotion to professor, effective academic leadership. In the case of promotion to professor or associate professor, it is recognized that a teaching faculty member may not be outstanding in all of the additional areas.

In the case of administrators, counselors and librarians, the major areas of emphasis shall be growth and demonstrated competence in performance of professional responsibilities as set forth in Article X, Section 4 and in the job description.

Section 3. Eligibility

Teaching faculty members who meet applicable minimum qualification for a higher rank as established by the employer, attached hereto as Schedule B for informational purposes only (or who have an appropriate equivalency in accordance with Board policy, provided that the determination of appropriateness shall be subject to the grievance process only), and administrators, counselors, and librarians who have served, as of the date of publication of the eligibility list, at least three (3) years in their present rank or classification at their college and who have not been promoted during that three-year period are eligible for consideration for promotion.

Half-year service shall be rounded up to a full year. For teaching faculty, “half-year” service is service beginning no later than the first day of the Spring semester. For ACL’s, “half-year” is service beginning after October 1st but before the first day of the Spring semester. Increases that result from rounding up the half-year shall be effective with the last full pay period of January. Prior service on full-time special appointments, which the employer determines is similar, shall be credited.

The Board may waive the time-in-rank or classification requirement in the case of unit members who have rendered exceptional service which merits recognition. Fulfillment of the minimal formal requirements for promotion to a higher rank or classification creates no right to promotion, which remains within the discretion of the President.

Section 4. Salary

Upon promotion, a unit member’s annual salary shall be increased by an amount as provided below in addition to the negotiated general wage increase and increment for the contract year in which the promotion becomes effective:

(a) For Community College professionals, salaries between the minimum and the top step, the increase shall be one step, but not beyond the top step.

(b) For teaching faculty salaries between the minimum and the top step for the new rank, the increase shall be at least one step at the new rank or to the minimum for the new rank, whichever is greater, but not beyond the top step.

Section 5 Procedures for Promotion

The following procedures shall govern consideration for promotion at the college level. The President or his designee is responsible for insuring that the procedures are followed.

(1) The President shall annually, by October 1, publish a list of those persons within the college who are eligible for promotion consideration as provided in Section 2 of this Article.

(2) Candidates for promotion must, by January 5, submit an application for promotion to the President on a form prescribed by the employer.

(3) At each college there shall be one Promotion Committee. At the merged campuses, that committee shall be made up of three sub-committees, one consisting of Congress bargaining unit members, one consisting of Federation¹ bargaining unit members and a third consisting of AFSCME² bargaining unit members. These committees shall be chosen in accordance with each union’s current contract

¹ Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO.

² American Federation of State, County and Municipal Employees, Local 2480, Council 4.

language, except that the AFSCME bargaining unit shall elect one member for each merged campus. Each sub-committee shall make its recommendations independently with respect to members of its bargaining unit. AFSCME members shall maintain their current practice unless they choose to opt into the committee process.

For the Congress bargaining unit, committee members shall be elected by the members of the bargaining unit consisting of tenured members of the bargaining unit, if possible, or if not possible, bargaining unit members who have completed at least three years of service. Members of the committee shall serve two-year terms. The size and composition of the committee shall be determined by the President and shall reflect, whenever possible the ratio of teaching faculty, librarians, counselors, and administrators in the bargaining unit at the college, except that individuals whose special appointment excludes them from consideration for promotion through the provisions of this Article shall not be eligible for Promotion Committee membership and provided that, wherever possible, there shall be at least one librarian, one counselor, and one administrator on the committee.

The Board shall consult with the Unions with respect to the written instructions which it gives to promotion committees. (See Side Letter re: Consultation.) The Promotion Committee shall keep a written record of the dates of all meetings, attendance at meetings, and materials considered and shall review the Board guidelines for their work. These records and materials shall be in the custody of the President or his designee. The committee shall not disclose its records or recommendations except as provided herein.

The promotion application and all evaluative material in the applicant's file generated since her/his previous promotion or original appointment to the college, whichever is more recent, shall be forwarded to the Promotion Committee by the President. In making its recommendation, the Promotion Committee shall be guided by the individual's quality of performance of professional responsibilities as provided in Article X of this Agreement and give consideration to the material in the individual's file generated since her/his previous promotion or original appointment to the college, whichever is more recent, and shall consider the best interest of the college and seek to establish an overall institutional perspective with respect to its recommendations.

The Committee shall, by March 1, consider each applicant for promotion and shall:

- a. Make a recommendation for or against promotion (the committee shall not rank candidates);
- b. Inform each applicant, in writing, of the recommendation made;
- c. Produce a written recommendation with supporting rationale for each person recommended for promotion in a

format to be chosen by the committee. These written recommendations shall be forwarded to the President. Comments contained therein shall not be used in any grievance procedure.

(4) The individual shall have the right to appeal an alleged violation of the foregoing procedural requirements by the Promotion Committee to the President provided that she/he does so in writing within ten (10) calendar days of the date of recommendation of the Promotion Committee. The President or his/her designee shall investigate any such allegation and the President shall, if he/she finds a procedural violation prejudicial to the individual, take remedial action or give weight to the violation in making his/her decision. This provision shall be the exclusive remedy for an alleged violation of the contractual procedures by the Promotion Committee and any such allegation shall not be subject to Article VII unless the President has failed to take remedial action or give weight to the violation.

(5) In making his/her decision, the President shall be guided only by the criteria contained in this Article and shall give consideration to all evaluative material in the individual's file generated since her/his previous promotion or original appointment to the college, whichever is more recent. In determining whom to promote, the President shall review the recommendations of the Promotion Committee. In addition, the President may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the President shall inform persons under consideration for promotion of any formal recommendation process and any such recommendation shall be guided only by the criteria contained in this Article. Formal promotion recommendations made to the President by management officials shall be consistent with the following:

a. Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility.

b. Management recommendations shall be guided only by the criteria contained in this Article, and management personnel shall give consideration to all materials in the file and to the recommendation of the Promotion Committee.

c. The individual shall have the right to appeal an alleged violation of the procedural requirements in (a) and (b) above to the President provided that he/she does so in writing within ten (10) calendar days of the date of recommendation. The President or his/her designee shall investigate any such allegation and the President shall, if he/she finds a procedural violation prejudicial to the individual, take remedial action or give weight to the violation in making his/her decision. This provision shall be the exclusive remedy for an alleged violation of these contractual procedures and any such allegation shall not be subject to Article VII unless the President has failed to take remedial action or give weight to the violation.

d. In the event that a unit member is not recommended for promotion, the management person shall inform the unit member, in writing, of the areas needing improvement.

The foregoing shall not be deemed to limit the right of the President to consult other management representatives as provided in this paragraph (5). Prior to making her/his decision, the President shall meet and discuss her/his intended decision with the Promotion Committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor, with a copy to the President.

The President shall forward her/his decision respecting promotions and a copy of the recommendations of the Promotion Committee to the Board by April 15 or as soon thereafter as the appeals process has been completed, but no later than May 15. The President shall inform the person concerned, in writing, of her/his decision. When the President determines that a candidate has failed to meet the standards for promotion, she/he will provide specific written suggestions for areas of improvement.

Section 6. Funding

It is anticipated that the cost of promotions shall be paid out of funds provided for such purpose in the collective bargaining agreement. Should such funds prove insufficient, the parties shall bargain over the appropriate response; however, such bargaining shall not result in additional costs to the collective bargaining agreement. The promotion process shall continue unaffected; however, no promotion shall be made until the funding issue is resolved.

Section 7. Merit Recognition

Nothing in this Article shall prevent the Board from providing merit recognition to unit members in the form of lump-sum payments. (See side letter Re: Merit Pay.)

ARTICLE XIII
TERMINATION OR REASSIGNMENT FOR SPECIAL REASONS³

Section 1. Definitions

A. Termination of employment or reassignment to a lower-paid position for special reasons is a decision by the employer to terminate or reassign a member of the bargaining unit for economic or programmatic reasons.

B. Economic reasons relate to financial exigency and shall include, but are not limited to, the reduction or termination of funds provided pursuant to a federal, State or private grant, or pursuant to the Comprehensive Employment and

³ See Memorandum of Agreement re: Wage Concessions at page 123.

Training Act of 1973 or any successor, or any reduction in State appropriations or allotments. This provision shall in no way be interpreted to reduce the State's obligation to honor the terms of this Agreement.

C. Programmatic reasons shall include, but are not limited to, reasons of declining enrollment, changes in program offerings or services, reorganization, or changes in methodology of delivery of services.

Section 2. Negotiations

In the event that the employer determines that it is necessary to terminate or reassign a bargaining unit member for economic and/or programmatic reasons, the employer shall notify and negotiate with the union as to the manner of implementation of the employer's decision, subject to the provisions herein, including specifically Sections 3 and 4. Negotiations shall be expedited with a view toward agreement within thirty (30) days. The decisions that it is necessary to terminate or reassign shall not be subject to the grievance and arbitration procedures of this Agreement or to any statutory impasse provision. Notice to the employee may be given simultaneously with notice to the union. Completion of negotiations shall not be a condition precedent to implementation of the termination, provided that in the case of teaching faculty the assigned course responsibilities of such bargaining unit employee shall not be reassigned to non-bargaining unit employees so as to terminate such bargaining unit member.

Section 3. Standard for Selection

In selecting individuals at a college to be terminated or reassigned for special reasons, the employer shall be guided by the needs of the college, the quality of performance of professional responsibilities as provided in Article X of this Agreement, bona fide occupational qualifications or bona fide affirmative action. If, in the employer's judgment, two or more full-time unit members at a college are relatively equal, the employer may give weight to the bargaining unit member's length of service within the System. In any grievance or arbitration contesting the selection of individuals to be terminated or reassigned for special reasons, if the employer can show that it exercised its judgment based on the needs of the college, the quality of performance, bona fide occupational qualifications or bona fide affirmative action, the employer shall be deemed in compliance with this Section unless the union can show that such judgment was exercised arbitrarily or capriciously. If the employer makes a selection based on seniority, said decision shall not be subject to grievance or arbitration by a less senior employee unless affirmative action is a consideration. The employer's decision shall be subject to expedited arbitration. In the event that the arbitrator determines that there has been a violation of this provision, he/she may order a back-pay remedy of not more than sixty (60) calendar days. Beyond the determination of such violation, he/she shall not substitute his/her judgment for that of the employer.

Section 4. Notice

A. Notice of termination or reassignment for economic reasons shall be provided as soon as reasonably possible but at least sixty (60) days in advance of the effective date, provided, however, that less notice may be given for termination of positions funded by a federal, State, or private grant, or the Comprehensive Employment Training Act of 1973 or any successor. Notice to unit members in their fourth or subsequent standard appointment shall be given nine (9) months prior to the effective date of termination and notice to tenured member shall be given twelve (12) months prior to the effective date of termination. Any notified member of the unit for whom a retraining program has been approved by the Chancellor shall remain on the payroll for the period of said retraining, not to exceed twelve (12) months, at the funded level authorized by the Chancellor and funded pursuant to Article XXI, Section 1F(3).

B. Notice of termination or reassignment for programmatic reasons shall be given at least three (3) months prior to the effective date in the case of a first standard appointment, six (6) months prior to the effective date in the case of a second and third standard appointment, and twelve (12) months prior to the effective date in the case of the fourth or subsequent standard appointment.

C. Any extension of employment necessary to accommodate the notice herein shall not constitute a new appointment.

Section 5. Effect on Tenure

When a member of the bargaining unit who is on a tenured appointment is reassigned to another college under the provision of this Article, the individual shall retain his/her tenure. In the case of a reassignment of a non-tenured individual, the service requirement for eligibility for tenure consideration shall be no less than three (3) years.

Section 6. Placement or Recall

A. The employer shall make a reasonable effort to place an individual who is terminated for special reasons in another suitable position opening within the Community College System. This obligation shall not create a claim or right to any position opening and shall end thirty (30) days following termination of the affected employee. The obligation of the employer shall be satisfied by compliance with the following procedure:

(1) Upon written request of the affected employee, the Board shall provide copies of all position notices for which external searches are ongoing and all position notices for external searches which commence during the obligation period specified herein. This obligation relates to bargaining unit positions for which a standard appointment is contemplated.

(2) The affected employee may apply for any position opening. The employee will be considered on the same basis as any other applicant, except that the President's recommendation shall consider that the affected employee should be selected if the qualifications of the affected employee and top candidate(s) are relatively equal. The President shall notify the affected employee of his/her decision. Within five (5) calendar days of such notice, the affected employee may file a notice with the Chancellor by certified letter requesting review of the President's recommendation. The decision of the Chancellor shall be final.

B. When an appointment is terminated for special reasons, the released individual's position shall not be filled within a period of two (2) years from the date of termination unless he/she has been offered reappointment and has declined it, or has failed to respond within thirty (30) calendar days of the offer. The obligation to offer reappointment shall be satisfied by mailing a certified letter to the individual's last known address. The thirty-day period shall begin the date said offer is postmarked.

C. The employer shall maintain a list of those individuals whose full-time employment was terminated for special reasons with a copy to the Congress. An individual's name shall remain on the list for a period of two years from the date of notice of termination. For that two-year period, the employer will notify the individual of full-time vacant positions for which he/she may be qualified to apply. If the individual applies for any such position, the employer shall give due consideration to the individual's prior service in the Community College System, provided however, that actual appointment to any such position remains within the discretion of the employer.

D. A member who is recalled to employment to his/her position shall regain all rights and privileges he/she had at the time of the termination, including tenure, rank, and salary and shall not be considered as a new professional staff member for the purposes of fringe benefits provided under this Agreement, subject to any requirements of insurance carriers.

Section 7. Statement to Employee

Termination for special reasons shall not be considered a non-renewal of a standard appointment or a dismissal for cause. Notices in writing to this effect shall be provided to each individual affected and shall include a statement that the reason for termination is not dissatisfaction with service rendered.

Section 8. Employer Decision

The decision of the employer as to the need for termination or reassignment for special reasons shall be final.

**ARTICLE XIV
SEPARATION BECAUSE OF INCAPACITY**

When a professional staff member has become physically or mentally incapable of or unfit for the efficient performance of duties of his/her position, the employer may separate the individual in good standing. Unless otherwise agreed, any medical determination hereunder shall be only by mutually agreed-upon medical authority.

Any such action shall be subject to the grievance and arbitration provisions of this Agreement.

Prior to or at the time of requesting a medical determination, the Board or its representative will provide the unit member with a statement of the problem and disclose to him/her any information to be considered, except as otherwise provided by law. The professional staff member shall be informed in writing of his/her right to Congress representation. Either the employer or the unit member may request that the medical authority determine whether or not there might be a basis for such a medical determination.

**ARTICLE XV
TRANSFER AND RESTRUCTURING**

Section 1. Definition

Transfer is the appointment of a professional staff member to a Community College other than the one at which he/she is employed. Transfers may be initiated by the employer or by a professional staff member.

Section 2. Application for Transfer

In the event the transfer is initiated by the professional staff member, application for transfer shall be made directly to the President of the college to which transfer is desired. Applicants shall inform the President of the college from which transfer is desired of any such application at the time the application is made. Candidates for transfer are subject to the same selection procedures as any other applicant for an available position.

Section 3. Tenure

Loss of tenure pursuant to a transfer initiated by the employer shall be for cause as specified in Article XVI and shall be subject to the grievance and arbitration provisions of this Agreement.

Section 4. Restructuring

This Agreement is made on the basis of circumstances at the time of the Agreement. In the event of restructuring of higher education (which shall include campus closings or the mandated termination of major academic or student-service programs employing ten (10) or more members of the unit), the employer and the union agree to negotiate to the extent required by law provided that notice of termination to the affected employee(s) in the case of termination of such programs may be given ninety (90) days following notice to the union.

**ARTICLE XVI
DISMISSAL AND DISCIPLINE**

No professional staff member shall be dismissed or otherwise disciplined except for just cause and with full due process as specified in this Agreement. Each individual for whom suspension without pay or dismissal is under consideration shall be notified of his/her right to union representation. A copy of said notice shall be provided to the Congress office.

Section 1. Dismissal

A. Dismissal is an action by the President which terminates the appointment of a professional staff member for cause. Dismissal for cause shall include, but not be limited to the following:

- (1) incompetent or inadequate performance of responsibilities of the position or repeated neglect of these responsibilities;
- (2) repeated noncompliance with reasonable regulations or reasonable directives of the Board, the President, or designated management employees;
- (3) conduct which impairs the effective performance of assigned responsibilities or impairs the rights of students or of other staff members;
- (4) the use of fraud, collusion, or misrepresentation of a fact material to obtaining employment with the college and/or status therein.

B. The appointment of a professional staff member may be terminated according to the following dismissal procedure:

- (1) The President shall notify the professional staff member in writing that termination of his/her appointment is under consideration. Said notice will contain a statement of the reasons for the proposed termination.

(2) The professional staff member may respond in writing within twenty-one (21) calendar days of receipt of notice from the President.

(3) If, after considering the response of the professional staff member, or if the professional staff member has not responded within the twenty-one (21) day period, the employer or its representative determines to dismiss the professional staff member, the employer or its representative shall so notify the member in writing of the decision.

(4) Within fourteen (14) calendar days of the notice of the President's decision, the professional staff member may appeal such decision by filing a written grievance at Level Two of the grievance procedure set forth in Article VII of this Agreement.

Section 2. Discipline

A. Nothing within this Article shall preclude the employer or its representatives from disciplining members of the professional staff by means less than discharge, provided that such discipline shall be for just cause as specified in Section 1A above for dismissals.

B. In case of employee misconduct for which suspension without pay is under consideration, the employee shall be afforded written notice of the charge(s) against him/her, disclosure of the employer's then available evidence and an opportunity to present his/her position orally or in writing prior to the discipline.

Section 3. Suspension Pending Discipline or Discharge

When it is necessary, an individual may be suspended, with full salary and benefits, pending disciplinary action.

Section 4. Investigatory Interview

If a bargaining unit member reasonably believes that an investigatory interview conducted by the employer will result in discipline or place his/her job security in jeopardy, she/he may have a Congress representative present at any such interview.

ARTICLE XVII SABBATICAL LEAVE

Section 1. Preamble

Sabbatical leave is educational leave. The purpose of sabbatical leave is to provide a professional staff member with the time and support for scholarly or creative endeavors which will benefit the college and the staff member professionally, and/or

enable the professional staff member to develop resources or materials to enrich his/her teaching effectiveness or the performance of administrative responsibilities. The Chancellor may grant sabbatical leave for a full year on half salary, or for a half year on full salary, or for such period and portion of salary as agreed to by the applicant and the Chancellor.

Section 2. Eligibility and Conditions

A. Eligibility.

A professional staff member on tenure-track appointment shall become eligible for sabbatical leave after six (6) consecutive years of full-time service at a college. Such professional staff member shall be considered for sabbatical leave during his/her sixth year of full-time service, but the sabbatical shall not commence until he/she has completed six years of service. Once the sabbatical leave has been taken, the professional staff member shall again become eligible for sabbatical leave after six (6) additional consecutive years of full-time service following the completion of the sabbatical.

(See side letter Re: Sabbaticals.)

Full-time leave for professional development shall be considered as continuous service for sabbatical leave, but shall not be included as accumulated time required to qualify for sabbatical leave.

B. Conditions.

The recipient of a sabbatical leave is permitted to receive other remuneration in the form of fellowships, assistantships, grants, honoraria or consultant fees. However, an individual on sabbatical leave is generally not expected to engage in paid employment elsewhere. Each applicant for sabbatical leave shall disclose, as part of his/her proposal, all anticipated remuneration including but not limited to, professional development and/or tuition reimbursement dollars and, if paid employment is involved, he/she shall describe the relationship of such employment to the purpose of the sabbatical leave as outlined in Section 1 above. Total compensation while on sabbatical leave shall normally not exceed the regular salary (base pay plus longevity) of the recipient plus expenses attributable to the leave. The recipient of a sabbatical leave must agree to return to the college for at least one year of full-time service following the expiration of the leave. Failure to return to the college for at least one year may result in forfeiture of any and all compensation due him/her and shall be considered a resignation not in good standing.

Section 3. Rights

Time on sabbatical leave at full or partial pay shall be considered as continuous service for longevity and retirement pursuant to the professional staff member's particular State-approved retirement plan. Time on sabbatical leave at less than full pay will be considered as full-time service for the purpose of determining years

of service for longevity. All fringe benefits shall be continued during the period of the sabbatical leave. Upon completion of such leave, the professional staff member shall return to the same college at the same salary and rank he/she would have attained had he/she not taken such leave.

Section 4. Number

The number of professional staff members on sabbatical leave at any time at a college shall not exceed five percent (5%) of the full-time professional staff in the bargaining unit, provided that the Chancellor may approve more than 5% in the bargaining unit, except that at colleges with fewer than twenty (20) such professional staff members, one (1) such member may be granted a sabbatical in any given year. For the purpose of calculating this limitation, twelve-month staff on sabbatical leave during the summer months shall not be considered a part of the five percent (5%) limitation.

It is anticipated by the parties that sabbatical leave shall be granted to five percent (5%) of the bargaining unit in each year of this Agreement, provided that there are sufficient qualified applicants and there is no net cost to the System.

Section 5. Sabbatical Leave Committee

At each college, there shall be a Sabbatical Leave Committee elected by the members of the bargaining unit(s). Only tenured employees or employees on tenure track appointment at the college may serve as members of a Sabbatical Leave Committee. The size and composition of the committee shall be determined by mutual agreement. At merged campuses, subcommittees of the Sabbatical Leave Committee will be established consisting of representatives of each bargaining unit. Each subcommittee shall make the recommendation with respect to its own bargaining unit members. AFSCME members shall apply directly to the President for sabbaticals, unless they opt to apply to the committee.

The Sabbatical Leave Committee shall have the responsibility to review all applications for sabbatical leave and shall make recommendations to the President listing in priority order applicants recommended for sabbatical leave at full pay, and separately, applicants recommended for sabbatical leave at half pay.

The operation of the Sabbatical Leave Committee shall be subject to the supervision of the President or his/her designee. The committee shall review the Chancellor's guidelines for its work and shall keep a written record of the dates of all meetings, attendance at the meetings and materials considered. These records and materials shall be in the custody of the President or his/her designee. The committee shall not disclose its records or recommendations except as provided herein.

Section 6. Procedure

Applicants for sabbatical leave shall prepare a proposal for leave which describes the prospective activity, indicates the contribution it will make to the individual concerned and to the college, and addresses all other conditions set forth in Sections 1 and 2 above. By November 1st of the year prior to the year in which the sabbatical would occur, the proposal shall be presented to the President on a form established by the employer.

The President shall seek the recommendations of the supervisor. In making his/her recommendation, the supervisor shall be guided only by the criteria contained in this Article. Prior to making his/her recommendation to the President, the supervisor shall meet with the applicant and discuss his/her intended recommendation.

The President shall also seek the recommendation of the Sabbatical Leave Committee which shall be completed by December 15. In making its recommendations, the committee shall be guided only by the criteria contained in Section 1 of this Article and shall proceed in the manner set forth in Section 5 above. By February 1, the President shall forward his/her recommendations to the Chancellor. Prior to making his/her recommendations, the President or his/her designee shall meet and discuss his/her intended recommendations with the committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor, with a copy to the President.

In addition, the President may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the President shall inform persons under consideration of any formal recommendation process and any such recommendation shall be guided only by the criteria contained in this Article. Formal recommendations made to the President by other employees of the college shall be consistent with the following:

(a) Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility;

(b) Management recommendations shall be guided by the criteria contained in this Article and management personnel shall give consideration to all materials specified and the recommendations of the Sabbatical Leave Committee.

The foregoing shall not be deemed to limit the right of the President to consult others as provided in this paragraph. (See side letter re: Consultation.)

The Chancellor or his/her designee shall consolidate the recommendations of all college presidents and shall act on the recommendations by April 1. The Chancellor shall consider the priority recommendations of the presidents within the bargaining unit and allocate such full-pay and half-pay sabbatical leaves as he/she may

approve in a manner that is consistent with this Article and with funds available for the unit.

All applicants shall be entitled to know the formal recommendations at each level and the decision of the Chancellor or his/her designee, which shall be final.

Within 30 days following the decision of the Chancellor or his/her designee, any individual recommended for a sabbatical leave at full pay, whose leave was not approved, shall have the opportunity to request that the President recommend a sabbatical leave at half pay. Approval of additional sabbaticals hereunder shall not obligate the Chancellor to consider additional sabbatical leaves at full salary.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT

Section 1. Full-Time Leave for Professional Development

A. Preamble.

Full-time leave for professional development is educational leave. Full-time leave for professional development shall consist of a full-time leave of absence with or without pay. It may be granted for such purposes as study, research or service as a consultant. If the leave for professional development is with pay, the cost of providing part-time replacement for unit members shall be made pursuant to funds available under this Agreement.

B. Eligibility and Conditions.

Professional staff members are eligible for full-time leave for professional development after one year of service on a full-time standard appointment, subject to the following conditions: (1) the applicant's professional duties permit his/her absence for the period of time requested; (2) the leave is of value to the college; and (3) if with pay, there is no other remuneration to the professional staff member.

Full-time leave for professional development may be granted for up to one year and the Chancellor may authorize an extension of the leave for an additional year.

C. Rights.

Full-time leave for professional development shall be considered as continuous service for longevity (if leave for professional development, with pay, on a pro-rata basis), placement in the salary schedule and retirement pursuant to the individual's particular State retirement plan. All fringe benefits shall be continued during the period of full-time professional development leave, if with pay. All other terms and conditions of full-time leave of absence for professional development are to be agreed upon by the professional staff member concerned, who may request representation by the Congress. The final agreement shall be in writing.

D. Professional Development Committee.

At each of the non-merged colleges, the Sabbatical Leave Committee shall also serve as a Professional Development Committee. At each merged college, the Congress subcommittee for Sabbatical Leave shall serve as the Professional Development Committee. The operation of the Professional Development Committee shall be subject to the supervision of the President or his/her designee.

The Professional Development Committee shall have the responsibility to review all applications for full-time leave for professional development and shall make recommendations to the President. The Professional Development Committee shall keep a written record of the dates of all meetings, attendance at meetings and materials considered. These records and materials shall be in the custody of the President or his/her designee. The committee shall not disclose its records or recommendations except as provided herein.

The committee shall make a recommendation to the President concerning the allocation of professional development money made available pursuant to this Agreement. The recommendation shall address the proportion of such professional development money to be utilized for short-term leave, partial leave and full-time leave. The recommendation of the committee is advisory to the President whose decision is final.

E. Procedure.

Applicants for full-time leave for professional development shall prepare a proposal for leave which describes the prospective activity and indicates the contribution it will make to the individual concerned and the college, utilizing a form established by the employer. This proposal shall be presented to the President six (6) months in advance of the requested leave.

The President shall seek the recommendation of the supervisor. In making this recommendation, the supervisor shall be guided only by the criteria contained in this Article. Prior to making his/her recommendation to the President, the supervisor shall meet with the applicant and discuss his/her intended recommendation with the applicant.

The President shall also seek the recommendation of the Professional Development Committee which shall be completed by December 15. In making its recommendation, this committee shall be guided only by the criteria contained in this Article. Prior to making his/her recommendations for professional development leave to the Chancellor, the President or his/her designee shall meet and discuss his/her intended recommendations with the committee. Where there are differences between the President and the committee, the committee may forward a statement of the reasons for its position to the Chancellor, with a copy to the President.

In addition, the President may consult with and/or seek the recommendations of other representatives of the employer, provided, however, that the President shall inform persons under consideration of any formal recommendation

process and any such recommendation shall be guided only by the criteria contained in this Article. Formal recommendations made to the President by other employees of the college shall be consistent with the following:

- (a) Recommendations shall be limited to bargaining unit members for whom the management personnel have direct supervisory responsibility;
- (b) Management recommendations shall be guided by the criteria contained in this Article and management personnel shall give consideration to all materials specified and the recommendations of the supervisors and the Professional Development Committee.

The foregoing shall not be deemed to limit the right of the President to consult others as provided in this paragraph.

The professional staff member shall be entitled to know the formal recommendations at each level in the decision of the President, which shall be final.

Within ninety (90) days of receipt of the proposal, the President shall forward his recommendations to the Chancellor for final determination. The Chancellor shall act on the recommendations within sixty (60) days.

Section 2. Short-Term Leave

The Board encourages professional staff members to attend appropriate professional meetings, conferences, and seminars consistent with the needs of the college. Leave for these purposes for a period of up to five (5) working days with pay may be granted by the President.

In the case of a denial of a request for short-term leave, the President or his/her designee shall meet with the individual concerned to discuss the reasons for the denial. The decision of the President or his/her designee shall be final.

Expenses incurred by the professional staff member may be reimbursed from funds made available under this Agreement.

Section 3. Partial Leave

A. Definition and Purpose.

Partial leave for professional development shall consist of released time or a reduced assignment. In the latter case, the professional staff member shall be paid a pro-rata salary for the portion of his/her assignment which remains after such leave has been granted. This leave may be granted for such purposes as study, research, or services as a consultant.

B. Eligibility and conditions.

Professional staff members are eligible for this leave after one (1) year of service on a full-time standard appointment, subject to the following conditions: (1) the applicant's professional duties permit his/her absence for the period of time requested; (2) the leave is of value to the college; and (3) in the case of released time, no additional remuneration is received by the professional staff member.

C. Denial and Meeting.

In the case of a denial of a request for partial leave, the President or his/her designee shall meet with the individual concerned to discuss the reasons for the denial.

D. Funding.

The cost of providing part-time replacements for unit members provided with released time hereunder shall be from funds made available under this Agreement.

ARTICLE XIX OTHER LEAVES

Section 1. Leave of Absence Without Salary

A. Leaves Unrelated to Medical or Family Leave.

The President may grant a leave of absence without salary upon the request of a professional staff member for a period not to exceed two years. Professional staff members are eligible for leave of absence without salary after two years of full-time service on standard appointment, except that a leave for educational advancement may be granted after one year of service. An individual who believes his/her leave was unreasonably denied may forward his/her request to the Chancellor with a statement of his/her position. The decision of the Chancellor shall be final.

The terms and conditions of such a leave of absence shall be agreed upon by the President and the professional staff member concerned, who may be represented by the Congress. The agreement shall be in writing.

Only leaves designated as educational leave without salary shall be considered as continuous service for retirement pursuant to the professional staff member's particular State-approved retirement plan. Insurance benefits for professional staff members on leaves under this subsection shall be continued, if the professional staff member pays the full premiums for said benefits.

Sick leave shall accrue in any month in which a professional staff member is on a leave of absence without salary, on a pro-rata basis, calculated to the nearest quarter-day.

B. Medical, Parental and Family Leaves.

Medical, parental and family leaves are available as follows:

(1) Medical Leave

(a) After exhaustion of accrued sick leave and upon establishment of the actual disability of a professional staff member who has two (2) or more years of service on standard appointments, such professional staff member shall be entitled to a medical leave without salary not to exceed two (2) years from the date sick leave accrual is or was exhausted (such exhaustion date to be determined without reference to sick leave days accrued after the disability commenced). Said leave shall include any leave pursuant to Section 5-248a of the Connecticut General Statutes.

(b) After exhaustion of accrued sick leave and upon establishment of a serious illness, a permanent professional staff member who has more than six months of service shall be entitled to a medical leave without salary not to exceed a maximum of twenty-four (24) weeks in any two (2) year period.

(2) Parental Leave

(a) Parental leave without salary not to exceed two (2) years may be granted by the President to professional staff members after one (1) year of service on standard appointment. An individual who believes that his/her request for leave was unreasonably denied may forward his/her request with a statement of his/her position to the Chancellor. The decision of the Chancellor shall be final.

(b) Such leave without salary shall be granted to permanent professional staff members after six (6) months of service for a period not to exceed a maximum of twenty-four (24) weeks in any two (2) year period. As used in this Article, "parental leave" shall be defined as leave for the purpose of: (a) rearing a child for whom the professional staff member has legal responsibility; or (b) the prenatal and postnatal care of a wife.

(3) Family Leave

All permanent professional staff members after six (6) months of service shall be entitled to family leave without salary not to exceed a maximum of twenty-four (24) weeks in any two (2) year period. As used in this Article, "family leave" shall be defined as a leave necessitated by a serious illness suffered by the permanent professional staff member's own parent, spouse, or child.

(4) Benefits

(a) The employer shall pay for the continuation of health insurance benefits covered by Section 38a-554 of the Connecticut General Statutes for professional staff members during parental leave under Section 1B(2)(b), above, family leave under Section 1B(3), above, and medical leave under Section 1B(1)(b), above. In order to continue any other health insurance coverage during such leaves, the professional staff member shall contribute that portion of the premium the professional staff member would have been required to contribute had he/she remained an active employee during the leave period.

(b) Sick leave shall accrue in any month in which a professional staff member is on medical, parental, or family leave of absence without salary on a pro rata basis calculated to the nearest quarter day. Service credits for accumulated seniority, retirement, fringe benefits (except as provided in subsection 4 (a) above) and other service credits (except sick leave) shall not accrue during the leave of absence without salary.

(5) Reinstatement

Upon the expiration of a medical leave under Section 1B(1)(b), above, parental leave under Section 1B(2)(b), above, or a family leave under Section 1B(3), above, the professional staff member shall be entitled to return to the professional staff member's original job from which the leave of absence was provided or, if the original job is not available, to an equivalent position with equivalent pay, provided, however, that a professional staff member returning from medical leave who is unable to perform his/her original job shall be assisted by the Personnel Division of the Department of Administrative Services in finding other suitable work in State service.

Unless otherwise agreed upon the expiration of all other leaves under Section 1 of this Article, professional staff members shall be returned to work in the professional staff member's original job, or , if the job is not available, to an equivalent position with equivalent pay.

Definitions. For all purposes under this Article, "permanent professional staff member" shall be defined as to have the same meaning as the phrase "permanent employee" in Section 5-248a of the Connecticut General Statutes, to wit: a bargaining unit employee who has served in his/her bargaining unit position for a period of more than six months, except employees in positions funded in whole or in part by the Federal Government as part of any public service employment program, on-the-job training program, or work experience program. "Serious illness" shall be defined as that phrase is defined in Section 5-248a of the Connecticut General Statutes to wit: an illness, injury, impairment, or physical or mental condition that involved (1) inpatient care in a hospital, hospice, or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

Section 2. Sick Leave

A. Entitlements and Conditions.

All full-time professional staff members accrue sick leave with pay for continuous service at the rate of one and one-quarter days per calendar month from the date of initial employment. All part-time professional staff members in the bargaining unit accrue sick leave with pay for continuous service from the date of initial employment at the rate of one and one-quarter days per calendar month multiplied by the following fraction: the number of hours worked per week divided by 35. Earned sick leave is granted to a professional staff member who is incapacitated for duty. An acceptable medical certificate is required to substantiate a request for sick leave in the following situations: any period of absence of more than five (5) consecutive working days; sick

leave during annual vacation; leave of any duration if absence from duty recurs frequently or habitually, provided that the employee has been notified that a certificate will be required; leave of any duration when evidence indicates reasonable cause for requiring such a certificate. Sick leave shall be calculated in quarter-day units.

B. Compensation at Retirement.

Upon retirement, pursuant to Chapter 66 or 167a of the Connecticut General Statutes, a professional staff member shall be compensated at the rate of one-fourth of her/his daily salary for each day of sick leave standing to her/his credit as of his/her last day on the active payroll, up to a maximum of 240 days.

C. Retention of Accrued Sick Time.

Unit members whose services are terminated pursuant to Article XIII shall have accrued sick leave credited upon reinstatement within two years of the date of termination.

D. Emergency Sick Leave.

The Board policy on emergency sick leave, as applied to bargaining unit members, will be continued. The parties may discuss alternative arrangements in the event of unusual circumstances. In this regard, the parties have identified the possibility of employees who have in excess of 240 days accumulated making contributions in excess of five days.

Section 3. Special Leave

A. Conditions.

Special leave is leave for personal emergencies which is to be charged to sick leave. It shall be calculated in quarter-day units.

B. Purpose.

Special leave shall be granted for the following reasons: (1) dental, medical, or eye examination or treatment for which arrangements cannot be made outside of working hours; (2) when presence at work will expose others to contagious diseases; (3) in the event of death in the immediate family, when as much as five working days' leave with pay shall be granted (immediate family means spouse, father, mother, sister, brother, or child, or any other relative who is domiciled in the professional staff member's household); (4) if critical illness or severe injury in the immediate family or household creates an emergency which requires the attendance or aid of the professional staff member, when up to five working days' leave with pay in a calendar year shall be granted. The President may also grant necessary time, not to exceed in the aggregate a total of three working days' leave per calendar year, to fulfill the obligations of traveling to, attending, and returning from funerals of persons other than members of the immediate family. Special leave shall be contingent upon the availability of earned sick leave and charged against sick leave.

Section 4. Personal Leave

A. Entitlement.

Each full-time member of the professional staff who has served in a position for a minimum of six months shall be granted three days' personal leave of absence with pay in each calendar year.

Each part-time member of the professional staff who has served in a position for a minimum of six months shall be granted one and one-half days' personal leave of absence with pay in each calendar year.

B. Purpose and Conditions.

Personal leave of absence shall be for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence days not taken in the calendar year in which they are granted shall not be accumulated. Except in an emergency situation, professional staff members shall give at least three working days' notice to the appropriate management representative and should take personal leave of absence on days and in a manner which is least disruptive of the instructional program and the educational progress of students. To facilitate this consideration, personal leave days shall be calculated in half-day units.

Section 5. Leave for Civil Obligations

A. Military Leave.

A professional staff member who is a member of the armed forces of the State or of any reserve component of the United States and is required to undergo active duty or field training therein shall be entitled to a leave of absence with pay for a period not exceeding three calendar weeks of such active duty or field training. Military leave shall not be charged against the annual vacation.

A professional staff member who has served in a full-time position for more than six months and who has left the employ of the Community Colleges in order to serve in the armed services is eligible for reinstatement according to the provisions of Section 5-255 (c) of the Connecticut General Statutes.

B. Jury Duty.

Professional staff members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the employer any sums of money received in compensation for such duty or attendance.

Section 6. Maternity Leave for Childbearing Disability and Childrearing

A. Entitlement to Childbearing Disability Leave.

Disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery there from (“childbearing disabilities”) shall be treated like another temporary disability. At the option of a professional staff member, vacation leave or portions thereof may be utilized for childbearing disabilities after the exhaustion of sick leave accruals, provided, however, that a professional staff member, solely at her discretion, may request an unpaid childbearing disability leave in order to retain her accrued sick leave. In such a case, the professional staff member may utilize vacation leave or portions thereof or the childbearing disability leave prior to exhaustion of her accrued sick leave.

B. Conditions.

Sick leave may be utilized for any such period of childbearing disability, provided that the employer may require that a medical doctor certify that any period in excess of five (5) days to which sick leave is applied is medically necessary as a result of or to recover from childbearing disability.

In addition, the employer recognizes the right of professional staff members to leave as follows:

After all employee-designated sick and vacation leave have been exhausted, a professional staff member shall be granted, upon request, a leave of up to twelve months without salary (including the 24-week leave provided for in Section 5-248a of the Connecticut General Statutes) for childbearing disability which extends beyond accumulated sick leave, provided, however, that a professional staff member who has elected to retain her sick leave pursuant to Section 6A of this Article, above, shall be entitled to retain her accumulated sick leave. Further, at the end of a childbearing disability leave, a professional staff member shall be granted, upon request, a leave of up to twelve months without salary (including the 24-week leave provided for in Section 5-248a of the Connecticut General Statutes) for childrearing. Adjustments in the duration of the leave may be made by mutual agreement between the President and the professional staff member concerned to insure that such leave is least disruptive of the instructional program of the college and the educational progress of students, provided, however, that the President shall not have authority to reduce such leave below twenty-four weeks, in combination with other such medical leaves taken within a two-year period (commencing with the first day of leave of the first such leave within the period). Time on such leave shall be considered as continuous service for purposes of sabbatical leave, but shall not be included as accumulated time required to qualify for sabbatical leave.

C. Reinstatement.

Provided that the professional staff member shall return to service no later than twelve months from the beginning of leave without salary for disability or childrearing, subject to the adjustments stipulated in Section 6B above, she shall be

restored, subject to any provisions on staff reductions, to the same job or to an equivalent position with the same seniority, salary, retirement and fringe benefits, and other service credits which she had attained at the time such leave was granted, plus the appropriate increase in benefits accorded to persons of that rank and salary and any and all improvements in fringe benefits established through negotiations between the Congress and the Board during the period of such leave.

For up to twelve (12) months from the beginning of leave without salary for disability or childrearing, part-time return to service may be arranged by mutual agreement between the professional staff member concerned and the President of the college, subject to the following: in the case of an employee holding a special appointment or a standard appointment which has not been renewed in accordance with Article IX, Section 3, a leave shall not extend beyond, and provisions for reemployment shall not apply beyond, the termination date of the appointment unless the employer agrees in writing to such an extension.

D. Benefits While on Leave Without Salary.

The employer shall pay for continuation of a professional staff member's health insurance benefits during any childbearing disability leave with salary. Upon commencement of childrearing leave without salary, the employer shall pay for continuation of a professional staff member's health insurance benefits for a period of up to 24 weeks in any two (2) year period.

A professional staff member may continue health insurance benefits at her own expense for any period of childrearing leave without salary which extends beyond 24 weeks in any two (2) year period.

Childbearing disability and childrearing leave without salary shall be considered as continuous service for retirement pursuant to the professional staff member's particular state-approved retirement plan and for accumulation of sick leave. Service credits for seniority, fringe benefits, and other service credits (except sick leave) shall not accrue during leave without salary.

Section 7. Miscellaneous Leave Provisions

Professional staff members who are transferred into the Community College System shall not be deprived of sick, vacation, and special leave privileges previously earned in another Connecticut State agency.

**ARTICLE XX
HOLIDAYS AND VACATIONS**

Section 1. Holidays

A. Teaching faculty will be granted the following holidays between August 25 and June 1:

Labor Day
Thanksgiving

Day after Thanksgiving
Memorial Day.

In addition, three holidays will be granted to faculty to be selected by the College from among the following:

Columbus Day
Veteran's Day

Lincoln's Birthday
Washington's Birthday
Good Friday.

B. Each year, all nonteaching professional staff members shall be granted time off with pay for the following 12 holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(See side letter Re: Day After Thanksgiving.)

If a professional staff 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. Such time off must be utilized within one (1) year.

C. When there are not a sufficient number of class days to meet Board policy, a college may reschedule no more than two Monday holidays to days other than the state-designated day in order to balance the class schedule. No attempt shall be made to reschedule a faculty holiday to a Friday for the sole purpose of having faculty members not present on this particular day.

Section 2 Vacations

A. Entitlement.

(1) Full-time teaching faculty employed on a 10-month basis shall receive such vacations as are officially listed in the academic calendar of the college, and may be excused from further responsibilities during the term of the appointment by the President of the college upon completion of all academic and administrative duties, including commencement.

(2) After six months of continuous employment in state service, full-time Administrators, Counselors, Librarians and non-teaching professionals employed on

a 10-month basis are entitled to a total of 18.3 working days of vacation accrued at the rate of 1.83 days per calendar month of service.

(3) After six months of continuous employment in state service, part-time Administrators, Counselors, Librarians and non-teaching professionals employed on a 10-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

(4) After six months of continuous employment in state service, full-time professional staff members employed on a 12-month basis are entitled to a total of 22 working days of vacation each calendar year accrued at the rate of 1.83 days per calendar month of service.

(5) After six months of continuous employment in state service, part-time professional staff members employed on a 12-month basis are entitled to vacation accrued at the rate of 1.83 days per calendar month of service multiplied by the following fraction: the number of hours worked per week divided by 35.

B. Conditions.

(1) Vacation days taken by Administrators, Counselors and Librarians and non-teaching professionals are subject to prior approval by the President of the college. It is expected that Administrators, Counselors, Librarians and non-teaching professionals will take a minimum of three weeks vacation each calendar year.

However, in extenuating circumstances, vacation days may be carried over into a new calendar year with the written approval of the President of the college, which approval shall not be unreasonably withheld, but may not be accumulated to a total of more than 120 days.

(2) Vacation days do not accrue during any month in which an Administrator, Counselor, Librarian or non-teaching professional is on leave of absence without salary for more than five days.

C. Adjustments on Termination.

(1) If an Administrator, Counselor, Librarian or non-teaching professional has taken more vacation days than would have been accrued at the rate specified in Section 2A above, the college shall, on termination, deduct from his/her pay the value of vacation days taken in excess of the amount accrued.

(2) Any eligible Administrator, Counselor, Librarian or non-teaching professional leaving state service shall receive a lump sum payment for accrued but unused vacation time, except that all Administrators, Counselors, Librarians or non-teaching professionals who have been notified of termination of their appointment are

required to use all accumulated vacation time prior to expiration of the final appointment year unless other arrangements are specifically authorized in writing by the college President, which authorization shall not be unreasonably withheld.

ARTICLE XXI SALARY AND FRINGE BENEFITS⁴

Section 1. Salary

A. General Wage Increase

(1) Except as provided otherwise in subsection A (2) of this Section, any general wage increase provided in this subsection shall be added to and become part of the base salaries of members of the bargaining unit and shall be additional to the annual salaries to which bargaining unit members are entitled. During the term of this Agreement, members of the bargaining unit shall receive general wage increases as follows:

(a) 2002-2003

Effective August 9, 2002, ten-month teaching faculty shall receive an increase in annual salary of two and one quarter percent (2.25%), plus the step increase provided by Section 1.C, below. Effective July 26, 2002 for twelve month employees and August 9, 2002 for ten month employees, all Administrators, Counselors and Librarians shall receive an increase in annual salary of two and one quarter percent (2.25%), plus the step increase provided by Section 1.C, below.

(b) 2003-2004

Effective August 8, 2003, ten-month teaching faculty shall receive an increase in annual salary of two and one quarter percent (2.25%), plus the step increase provided in Section 1.C, below. Effective July 25, 2003 for twelve month employees and August 8, 2003 for ten month employees, all Administrators, Counselors and Librarians shall receive an increase in annual salary of two and one quarter (2.25%), plus the step increase provided by Section 1.C, below.

(c) 2004-2005

Effective August 6, 2004, ten-month teaching faculty shall receive an increase in annual salary of two and three quarters percent (2.75%), plus the step increase provided in Section 1.C, below. Effective July 23, 2004 for twelve-month employees and August 6, 2004 for ten-month employees, all Administrators, Counselors and Librarians shall receive an increase in annual salary of two and three-quarters percent (2.75%), plus the step increase provided by Section 1.C, below.

(2) No employee's base salary shall be set above the relevant maximum salary for his/her rank or grade/level; provided, however, that no employee's

⁴ Effective dates of increases under sections 1A (b) and (c) have been adjusted. See Memorandum of Agreement re: Wage Concessions at page 123.

base salary shall be reduced as a result of this provision. Each bargaining unit member who is above the maximum salary for his/her rank or grade/level before any general wage increase called for by this Agreement, shall be paid in lieu of such GWI a non-recurring lump sum payment equal to the general wage increase he or she would have received if his/her salary had not been above the maximum salary for his/her rank or grade/level. To the extent that such a bargaining unit member (i.e. one who is above the maximum salary for his/her rank or grade/level before any general wage increase) will be at the maximum salary for his/her rank or grade/level after any general wage increase, the general wage increase he or she receives plus the non-recurring lump sum payment he/she is paid shall equal the general wage increase he/she would have received if his/her salary had not been above the maximum salary for his/her rank or grade/level.

B. Salary Schedules.

The salary schedules for 2002-2003 through 2004-2005 shall be as set forth in Schedule C.

C. Step Increases.

Each year of this Agreement, members of the unit within the established salary structure employed on or prior to the preceding March 1 shall be eligible for consideration for step increases not to exceed the top step of the appropriate range. The effective dates for these step increases shall be the same as those set forth in Section 1.A. (1) above. Employees at or above the maximum salary shall receive a lump-sum payment of one-thousand dollars (\$1,000) in lieu of the step increase.

D. Withholding of Increments.

It is recognized that the Board may withhold salary increments if it can demonstrate that its decision is not arbitrary, capricious, or unreasonable.

E. Miscellaneous Rates of Pay.

(1) Nursing and Dental Course Leaders shall be paid at the following per semester rate:

<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
\$2,305	\$2,420	\$2,541

(2) The cash payment for Program Coordinators shall be as follows:

<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
\$3,219	\$3,380	\$3,549

(3) The cash portion of the compensation for Department Chairs shall be as follows:

	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
Per FTE faculty in the department below 17 FTE	\$130 per FTE	\$137 per FTE	\$144 per FTE
Per FTE faculty commencing with the 17 th FTE	\$332 per FTE	\$349 per FTE	\$366 per FTE

(4) The Department Chair daily summer call-in rates shall be as follows:

<u>Summer 2003</u>	<u>Summer 2004</u>	<u>Summer 2005</u>
\$274	\$288	\$302

F. Other Allocations.

(1) Promotion. In 2002-03, promotions shall be funded from existing contract resources. One-tenth of one percent (.1%) of the base payroll for the Congress, AFSCME and Federation bargaining units shall be disbursed in accordance with the Memorandum of Agreement re: .1% between the Federation and the Board. In 2003-04 and 2004-05, there shall be allocated five tenths of one percent (0.5%) of the total annual salaries of the bargaining unit for promotion, change in duties, and grievance adjustments.

(2) Sabbaticals. In 2002-03, \$55,125 shall be allocated for sabbaticals; in 2003-04, \$57,881 shall be allocated for sabbaticals; in 2004-05, \$60,775 shall be allocated for sabbaticals.

(3) Retraining. In 2002-03, \$82,688 shall be allocated for retraining; in 2003-04, \$86,822 shall be allocated for retraining; in 2004-05, \$91,163 shall be allocated for retraining. See side letter Re: Retraining. In each year of the Agreement, unspent retraining dollars shall be allocated for professional development.

(4) Professional Development. In 2002-03, \$275,625 shall be allocated for professional development; in 2003-04, \$289,406 shall be allocated for professional development; in 2004-05, \$303,876 shall be allocated for professional development.

(5) Computer/Information Literacy. In 2002-03, \$82,688 shall be allocated for improving computer/information literacy; in 2003-04, \$86,822 shall be

allocated for improving computer/information literacy; in 2004-05, \$91,163 shall be allocated for improving computer/information literacy. See side letter Re: Computer Literacy.

(6) Minority Fellowship Program. In 2002-03, \$110,250 shall be allocated for the Minority Fellowship Program; in 2003-04, \$115,763 shall be allocated for the Minority Fellowship Program; in 2004-05, \$121,551 shall be allocated for the Minority Fellowship Program. (See side letter Re: Minority Fellowship Program.)

(7) Harmonization. In 2003-2004, there shall be a pool of \$400,000 to be used in connection with the effort by the Board, the Congress, AFSCME and the Federation, to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative or the discipline in which they teach. These funds shall be directed in particular to harmonizing workloads within clinical disciplines. In 2004-2005, there shall be a pool of \$420,000 to be used in connection with the parties' effort to harmonize the working conditions of similarly situated employees regardless of the identity of their bargaining representative or the discipline in which they teach. These funds shall be directed in particular to harmonizing workloads in the arts and in culinary arts. The manner in which the Board, the Congress, AFSCME and the Federation use the funds to harmonize these workloads shall be subject to further negotiations and, if necessary, interest arbitration.

G. Increase in Gross Payroll.

The increase in the Gross Payroll resulting from faculty workload harmonization and increases per Article XXI, Section 1.F. (1), above, shall be equal to and the "roll-out" into the next fiscal year shall not exceed the cash value for that fiscal year.

Section 2. Longevity

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

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

Section 3. Reclassification of Administrator, Counselor, Librarian

For the purposes of reclassification pursuant to the Side Letter re: Grade Placement, or otherwise, the value of a step shall be the average of all steps in that salary group. (See Schedule D.)

Section 4. Insurance and Retirement Benefits

A. Retirement.

(1) Entitlement.

The present retirement plans provided by the Pension Agreement and the Connecticut General Statutes shall be continued for members of the bargaining unit.

(2) Salary Pay-Out for 10-Month Staff.

Any individual on a 10-month appointment who has completed the work obligations of his/her appointment period and who retires after May but before September 1, shall receive, upon retirement, pursuant to Chapter 66, credit for the entire appointment year and the remaining bi-weekly payments due for the entire appointment year, together with any amounts held back previously.

B. Individual Retirement Annuities.

Benefits shall be made available on a voluntary basis to eligible professional staff members, as provided in Section 5-264 of the Connecticut General Statutes, whereby under certain conditions the Board of Trustees of Community-Technical Colleges may enter into an agreement involving purchase of an individual retirement annuity contract that will qualify for income tax benefits.

C. Medical Insurance.

For the duration of this Agreement, the State shall continue in force the health insurance coverage, including contributions, in effect on June 30, 1984, except as modified by arbitration decisions applicable to this unit. As of June 30, 1984, said coverage includes: Blue Cross/Blue Shield Century 96; Blue Cross "Co-Pay" Plan for Dental Care with riders A and C; and Major Medical co-insurance with a \$100 deductible, coverage of 80% of the first \$2000 of claims and 100% of the excess during a benefit period, and a \$1,000,000 maximum benefit.

D. HMO (Health Maintenance Organization).

In lieu of coverage under group health insurance plans set forth above, except dental plans, bargaining unit members may elect to become members of an eligible health maintenance organization. Professional staff members who elect the option of membership in the HMO in lieu of coverage under contractual group health insurance plans must make such election in writing. The employer will pay toward HMO coverage an amount equal to the expense on behalf of such employee and his/her dependents and family as if such employee did not elect to become a member of the HMO, provided that the payment will be no more than the actual cost of HMO coverage.

E. Group Life Insurance.

Group life insurance shall be available to principal bargaining unit members at the same rate and coverage limits as provided to nonbargaining unit state employees under Section 5-257 of the Connecticut General Statutes.

In addition, any principal bargaining unit member shall be permitted to purchase group life insurance in excess of what the current plan permits up to a maximum of \$50,000, provided the member shall pay the full cost for the difference in premium under the terms and conditions governing such purchases under the policy in effect on the date of said insurance purchase.

Section 5. Workers' Compensation

A. Workers' Compensation Coverage and Payments.

Where an employee has become temporarily totally disabled as a result of illness or injury caused directly by his/her employment, or sustained in the course of his/her employment, said employee may, pending final determination as to the employee's eligibility to receive workers' compensation benefits, charge said period of absences to existing leave accounts. Where a determination is made supporting the employee's claim, State authorities shall take appropriate steps to rectify payroll and leave records in accordance with said determination. Upon final and non-appealable decision by appropriate State authority that an employee is entitled to receive workers' compensation benefits, said employee shall receive his/her first payment no later than four (4) weeks following such determination. Accrued leave time may be used to supplement workers' compensation payments up to but not beyond the regular salary.

B. Extended Benefits.

The benefits of Section 5-142, Paragraph A of the Connecticut General Statutes shall continue to be applicable to the extent, if any, that said provision may have been applicable prior to the effective date of this Agreement.

C. Insurance.

The State will continue to provide benefits and coverage pursuant to Sections 5-142(a) and (b) of the Connecticut General Statutes. The employer will continue to pay the applicable current contributions for life insurance and hospital and medical insurance for the period of time the employee is on a work-related disability leave under Paragraph A of this Section.

Section 6. Travel Expenses and Reimbursements

A. Within funds appropriated to the Board, the Board shall have full authorization to allocate funds for travel and to authorize the expenditure of such funds for out-of-State travel under the authority of the Chancellor or his/her designee.

B. An employee who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the GSA rate subject to the following limitation that no mileage reimbursement shall be paid for travel 10 miles or less per week. Employees shall be notified of the minimum insurance requirements prior to using their personal vehicles in the performance of duties.

C. 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	\$5.00
Lunch	\$7.00
Dinner	\$16.00
Misc.	15% (\$4.20 maximum)
TOTAL	\$32.20 per diem

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.

Section 7. Death Benefit

Upon death of an employee who has completed ten (1) years of State service, the employer shall pay to the beneficiary one-fourth (1/4) of the deceased employee's daily salary for each day of sick leave accrued to his/her credit as of his/her last day on the active payroll up to a maximum payment equivalent to sixty (60) days' pay.

Section 8. Tuition Waiver

In addition to the waiver of tuition and fees permitted under Chapter 185b, Section 10a-77 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.

Waivers of fees for noncredit course offerings and for extension credit course offerings may be granted on a space-available basis, in the discretion of the employer, to principal bargaining unit members and to their spouses and dependent children. Waivers may be granted to bargaining unit members only where the course is offered outside of the employee's regularly scheduled work day, except that where a course is job-related and the employee's supervisor approves his/her release for this purpose, the course may be taken during the member's regularly scheduled work day. The parties agree that the employer will determine on a case-by-case basis the courses to which the waiver may apply as well as the administrative processes to be used in the implementation of this benefit. The decision of the employer whether or not to grant a waiver shall be final and not subject to grievance or arbitration. The provision of the tuition waiver to spouses and dependent children shall sunset with the expiration of this Agreement.

Section 9. No Lapses

No money provided in sub-section 1.F. above, and in the prior agreements, shall lapse if not disbursed or expended during any fiscal year. This provision shall supersede any conflicting State statute or regulation.

Section 10. Allied Health Uniforms

Upon the employee's submission of an acceptable receipt for the purchase and/or cleaning of clinical uniforms by full-time clinical faculty in the nursing, dental and allied health programs, the Board shall reimburse up to one hundred fifty dollars (\$150) of such expenditures per person per fiscal year up to a total annual expenditure of \$12,600 cumulatively for the Congress and the Federation bargaining units in 2002-03, \$13,230 in 2003-04 and \$13,892 in 2004-05. Reimbursements shall be provided on a first come, first serve basis. If additional money is needed to fund such reimbursements in any year of this Agreement, the parties agree to discuss identification of existing contract dollars to be used for this purpose.

Where it is determined that \$150 does not cover the full expense associated with the purchase or cleaning of clinical uniforms in a fiscal year, a college may make direct payments in the amount of \$150 to each allied health faculty member who provides a signed statement certifying that his/her expenses were equal to or exceeded \$150 for the current year. If a faculty member's actual expenses are less than \$150, the faculty member shall provide a signed statement certifying the exact amount of his/her reimbursable expenses.

**ARTICLE XXII
LABOR MANAGEMENT COMMITTEE**

A. The parties agree that, in order to provide a method for the promotion of mutual goals and for addressing future considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Labor Management Committee consisting of not more than five (5) designees of the employer and five (5) designees of the union.

B. Said committee shall meet no less than six (6) times annually and shall discuss the application, clarification, or other aspects of the terms and conditions of this Agreement as well as improvement of the parties' relationships. The committee may propose additional matters, mutually agreed upon in committee, which were not within the contemplation of the parties to this Agreement but which deserve immediate attention or redress, subject to the provisions of Article XXIII of this Agreement.

C. If, at any time during the term of this Agreement, any insurance coverage, plan, or service incorporated by reference or described herein becomes unavailable or is altered by any third party not within the contemplation of this Agreement, that matter shall be the subject of immediate discussion hereunder, subject to the provisions of Article XXIII of this Agreement.

D. Subject to the provisions of Article XXIII, the committee shall discuss:

- (1) guidelines for early retirement;

- (2) appropriate community service activities;
- (3) affirmative action;
- (4) ways and means of improving retirement and other fringe benefits of members of the bargaining unit;
- (5) day care centers;
- (6) faculty/student contact hour load.

ARTICLE XXIII EXTENT OF AGREEMENT

The parties hereto agree that they have fully bargained with respect to wages, hours, and other conditions of employment and that the understandings and agreements arrived at by the parties are set forth in this contractual Agreement and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, for the life of this Agreement, each of the parties 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.

ARTICLE XXIV SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement should be declared unlawful by any court of competent jurisdiction, such decision shall be held to apply only to the specific Article, Section or portion thereof specified in the court's decision. Upon issuance of such a decision, the Board and the Congress agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXV TERM AND DURATION OF AGREEMENT

Section 1.

This shall be effective July 1, 2002, and shall expire June 30, 2005.⁵

Section 2.

The parties have agreed to reopeners as more fully described in the Supplemental Letters of Agreement.

⁵ Increases in 2003-04 and 2004-05 have been deferred. See Congress wage concession agreement at page 123.

BOARD OF TRUSTEES OF
COMMUNITY-TECHNICAL COLLEGES

By: _____
Marc Herzog
Chancellor

Chief Negotiators:
Richard Voigt, Esq.
Jackson W. Foley, Jr. Esq.

CONGRESS OF CONNECTICUT
COMMUNITY COLLEGES

By: _____
Robert Homa
President

Chief Negotiator:
Daniel Livingston, Esq.

SCHEDULE A

2002-2003

LONGEVITY

Longevity Category I

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
1908	477	954	1431	1908

Community College Professional 21 (12 month) and above

Longevity Category II

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
1472	368	736	1104	1472

Professor
 Community College Professional 20 (12 month)
 Community College Professional 21 (10 month)
 Community College Professional 20 (10 month)
 Community College Professional 20 (11 month)
 Community College Professional 19 (12 month)

Longevity Category III

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
1308	327	654	981	1308

Associate Professor
 Community College Professional 18 (12 month)
 Community College Professional 19 (10 month)
 Community College Professional 19 (11 month)

Longevity Category IV

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
1156	289	578	867	1156

Assistant Professor

Community College Professional 18 (10 month)

Community College Professional 17 (12 month)

Community College Professional 16 (12 month)

Longevity Category V

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
988	247	494	741	988

Instructor

Community College Professional 17 (9 month)

Community College Professional 17 (10 month)

Community College Professional 16 (10 month)

Community College Professional 15 (12 month)

Community College Professional 14 (12 month)

Longevity Category VI

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
852	213	426	639	852

Community College Professional 15 (10 month)

Community College Professional 14 (10 month)

Community College Professional 13 (12 month)

Community College Professional 12 (12 month)

Longevity Category VII

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
732	183	366	549	732

Community College Professional 13 (10 month)
 Community College Professional 12 (10 month)
 Community College Professional 11 (12 month)
 Community College Professional 10 (12 month)

Longevity Category VIII

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
636	159	318	477	636

Community College Professional 11 (10 month)
 Community College Professional 10 (10 month)
 Community College Professional 9 (10 month)
 Community College Professional 9 (12 month)
 Community College Professional 8 (12 month)
 Community College Professional 8 (10 month)
 Community College Professional 8 (9 month)

**2003-2004
 LONGEVITY**

Longevity Category I

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
2004	501	1002	1503	2004

Community College Professional 21 (12 month) and above

Longevity Category II

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
1548	387	774	1161	1548

Professor
 Community College Professional 21 (10 month)
 Community College Professional 20 (12 month)
 Community College Professional 20 (11 month)

Community College Professional 20 (10 month)
 Community College Professional 19 (12 month)

Longevity Category III

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
1376	344	688	1032	1376

Associate Professor
 Community College Professional 19 (11 month)
 Community College Professional 19 (10 month)
 Community College Professional 18 (12 month)

Longevity Category IV

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
1216	304	608	912	1216

Assistant Professor
 Community College Professional 18 (10 month)
 Community College Professional 17 (12 month)
 Community College Professional 16 (12 month)

Longevity Category V

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
1040	260	520	780	1040

Instructor
 Community College Professional 17 (10 month)
 Community College Professional 17 (9 month)
 Community College Professional 16 (10 month)
 Community College Professional 15 (12 month)
 Community College Professional 14 (12 month)

Longevity Category VI

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
896	224	448	672	896

Community College Professional 15 (10 month)
Community College Professional 14 (10 month)
Community College Professional 13 (12 month)
Community College Professional 12 (12 month)

Longevity Category VII

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
772	193	386	579	772

Community College Professional 13 (10 month)
Community College Professional 12 (10 month)
Community College Professional 11 (12 month)
Community College Professional 10 (12 month)

Longevity Category VIII

Longevity Base	Years of Service			25 years or more
	10-14 years	15-19 years	20-24 years	
668	167	334	501	668

Community College Professional 11 (10 month)
Community College Professional 10 (10 month)
Community College Professional 9 (12 month)
Community College Professional 9 (10 month)
Community College Professional 8 (12 month)
Community College Professional 8 (10 month)
Community College Professional 8 (9 month)

**2004-2005
LONGEVITY**

Longevity Category I

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
2104	526	1052	1578	2104

Community College Professional 21 (12 month) and above

Longevity Category II

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
1628	407	814	1221	1628

Professor
Community College Professional 21 (10 month)
Community College Professional 20 (12 month)
Community College Professional 20 (11 month)
Community College Professional 20 (10 month)
Community College Professional 19 (12 month)

Longevity Category III

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
1448	362	724	1086	1448

Associate Professor
Community College Professional 19 (11 month)
Community College Professional 19 (10 month)
Community College Professional 18 (12 month)

Longevity Category IV

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
1280	320	640	960	1280

Assistant Professor
 Community College Professional 18 (10 month)
 Community College Professional 17 (12 month)
 Community College Professional 16 (12 month)

Longevity Category V

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
1092	273	546	819	1092

Instructor
 Community College Professional 17 (10 month)
 Community College Professional 17 (9 month)
 Community College Professional 16 (10 month)
 Community College Professional 15 (12 month)
 Community College Professional 14 (12 month)

Longevity Category VI

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
944	236	472	708	944

Community College Professional 15 (10 month)
 Community College Professional 14 (10 month)
 Community College Professional 13 (12 month)
 Community College Professional 12 (12 month)

Longevity Category VII

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
812	203	406	609	812

Community College Professional 13 (10 month)
 Community College Professional 12 (10 month)
 Community College Professional 11 (12 month)
 Community College Professional 10 (12 month)

Longevity Category VIII

Longevity Base	10-14 years	Years of Service 15-19 years	20-24 years	25 years or more
704	176	352	528	704

Community College Professional 11 (10 month)
Community College Professional 10 (10 month)
Community College Professional 9 (12 month)
Community College Professional 9 (10 month)
Community College Professional 8 (12 month)
Community College Professional 8 (10 month)
Community College Professional 8 (9 month)

SCHEDULE B

TABLE OF RANK AND MINIMUM QUALIFICATIONS⁶

Classification	Minimum Qualifications Approved by the Board of Trustees ⁷	Standard Equivalencies
TEACHING FACULTY		
Professor	Master's and 10 years	6 th and 9 years Doctorate and 8 years
Associate Professor	Master's and 7 years	6 th and 6 years Doctorate and 5 years
Assistant Professor	Master's and 4-6 years	6 th and 3 years Doctorate and 2 years
Instructor	Master's and 0-2 years	6 th year

ADMINISTRATORS, COUNSELORS, LIBRARIANS AND NON-TEACHING PROFESSIONALS

CCP 8	1-2 years	Associate's
CCP 9	1-2 years	Associate's
CCP 10	2-3 years	Associate's and 0-1 year
CCP11	2-3 years	Associate's and 0-1 year
CCP 12	Associate's and 0-2 years	Bachelor's
CCP 13	Associate's and 0-3 years	Bachelor's and 0-1 year
CCP 14	Bachelor's and 0-3 years	Master's and 0-1 year
CCP 15	Bachelor's and 1-4 years	Master's and 0-2 years
CCP 16	Bachelor's and 1-4 years	Master's and 0-2 years
CCP 17	Bachelor's and 2-5 years	Master's and 0-3 years
CCP 18	Master's and 1-4 years incl. 0-2 years supv.	6 th and 1-3 years incl. 0-2 supv.
CCP 19	Master's and 2-5 years incl. 0-2 years supv.	6 th and 1-4 years incl. 0-2 supv.
CCP 20	Master's and 3-6 years incl. 1-3 years supv.	6 th and 2-5 years incl. 1-3 supv; Doctorate and 1-4 yrs. Incl. 1-3 supv.
CCP 21	Master's and 4-7 years incl. 2-4 years supv.	6 th and 3-6 years incl. 2-4 supv.; Doctorate and 2-5 yrs. Incl. 2-4 supv.
CCP 22	Master's and 4-7 years incl. 2-4 years supv.	6 th and 3-6 years incl. 2-4 supv.; Doctorate and 2-5 yrs. Incl. 2-4 supv.

⁶ These are the minimum qualifications established by the Board on October 16, 1989 for each classification. The Board action also authorized 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.

⁷ Job experience required for CCP 14 and below may be at the paraprofessional level; for CCP 15 and above, experience must be at the professional level. Supervisory experience is required only for supervisory positions.

SCHEDULE C
SALARY SCHEDULES⁸

2003 - 2005 Faculty Salary Schedules

FY2003	Step													
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
Instructor	40,343	41,675	43,007	44,339	45,671	47,003	48,335	49,667	50,999	52,331	53,663	54,995	-	-
Assistant Prof.	43,570	45,009	46,448	47,887	49,326	50,765	52,204	53,643	55,082	56,521	57,960	59,399	60,838	-
Associate Prof.	49,215	50,841	52,467	54,093	55,719	57,345	58,971	60,597	62,223	63,849	65,475	67,101	68,727	70,353
Professor	56,480	58,343	60,206	62,069	63,932	65,795	67,658	69,521	71,384	73,247	75,110	76,973	78,836	80,699
FY2004	Step													
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
Instructor	41,251	42,613	43,975	45,337	46,699	48,061	49,423	50,785	52,147	53,509	54,871	56,233	-	-
Assistant Prof.	44,550	46,021	47,492	48,963	50,434	51,905	53,376	54,847	56,318	57,789	59,260	60,731	62,202	-
Associate Prof.	50,322	51,985	53,648	55,311	56,974	58,637	60,300	61,963	63,626	65,289	66,952	68,615	70,278	71,941
Professor	57,751	59,656	61,561	63,466	65,371	67,276	69,181	71,086	72,991	74,896	76,801	78,706	80,611	82,516
FY2005	Step													
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
Instructor	42,385	43,784	45,183	46,582	47,981	49,380	50,779	52,178	53,577	54,976	56,375	57,774	-	-
Assistant Prof.	45,775	47,286	48,797	50,308	51,819	53,330	54,841	56,352	57,863	59,374	60,885	62,396	63,907	-
Associate Prof.	51,706	53,415	55,124	56,833	58,542	60,251	61,960	63,669	65,378	67,087	68,796	70,505	72,214	73,923
Professor	59,339	61,296	63,253	65,210	67,167	69,124	71,081	73,038	74,995	76,952	78,909	80,866	82,823	84,780

⁸ Increases in 2003-04 and 2004-05 have been deferred. See Congress wage concession agreement at page 123.

SALARY SCHEDULES

Administrators, Counselors and Librarians

ACL 12 Month Contract - FY2003

FY2003 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	26,423	27,304	28,194	29,093	30,001	30,918	31,844	32,779	33,723	34,676	35,639	36,612	37,595	38,588	39,591	40,604	41,627	42,660
9	27,410	28,321	29,241	30,170	31,108	32,055	33,011	33,977	34,953	35,939	36,935	37,941	38,957	39,983	41,019	42,065	43,121	44,188
10	28,543	29,495	30,457	31,429	32,411	33,403	34,405	35,417	36,439	37,471	38,513	39,565	40,628	41,702	42,787	43,883	44,990	46,108
11	29,934	30,930	31,936	32,952	33,978	35,014	36,060	37,116	38,183	39,261	40,350	41,450	42,561	43,683	44,816	45,960	47,115	48,282
12	31,485	32,535	33,596	34,668	35,751	36,845	37,950	39,066	40,193	41,331	42,480	43,640	44,812	45,996	47,192	48,400	49,620	50,852
13	33,308	34,419	35,541	36,674	37,818	38,973	40,140	41,319	42,510	43,713	44,928	46,155	47,394	48,645	49,909	51,186	52,476	53,779
14	35,436	36,616	37,808	39,012	40,228	41,456	42,696	43,948	45,213	46,491	47,782	49,086	50,403	51,733	53,076	54,432	55,802	57,186
15	38,322	39,600	40,891	42,195	43,512	44,842	46,185	47,541	48,911	50,295	51,693	53,105	54,531	55,971	57,425	58,894	60,378	61,877
16	41,617	43,004	44,405	45,820	47,249	48,692	50,149	51,621	53,108	54,610	56,127	57,659	59,206	60,768	62,346	63,940	65,550	67,176
17	44,914	46,414	47,929	49,459	51,004	52,564	54,140	55,732	57,340	58,964	60,604	62,260	63,933	65,623	67,330	69,054	70,795	72,553
18	48,828	50,458	52,104	53,766	55,445	57,141	58,854	60,584	62,331	64,095	65,877	67,677	69,495	71,331	73,185	75,058	76,950	78,861
19	52,950	54,715	56,498	58,299	60,118	61,955	63,810	65,684	67,577	69,489	71,420	73,370	75,340	77,330	79,340	81,370	83,420	85,491
20	57,691	59,614	61,556	63,517	65,498	67,499	69,520	71,561	73,622	75,704	77,807	79,931	82,076	84,242	86,430	88,640	90,872	93,126
21	62,637	64,723	66,830	68,958	71,107	73,277	75,469	77,683	79,919	82,177	84,458	86,762	89,089	91,439	93,813	96,211	98,633	101,079
22	68,402	70,682	72,985	75,311	77,660	80,032	82,428	84,848	87,292	89,760	92,253	94,771	97,314	99,882	102,476	105,096	107,742	110,414

Administrators, Counselors and Librarians

ACL 12 Month Contract - FY2004

FY2004 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	27,018	27,919	28,829	29,748	30,676	31,613	32,559	33,514	34,479	35,454	36,439	37,434	38,439	39,454	40,479	41,514	42,559	43,614
9	28,027	28,958	29,898	30,847	31,805	32,773	33,751	34,739	35,737	36,745	37,763	38,791	39,829	40,877	41,935	43,004	44,084	45,175
10	29,185	30,158	31,141	32,134	33,137	34,150	35,173	36,206	37,249	38,302	39,366	40,441	41,527	42,624	43,732	44,851	45,981	47,122
11	30,608	31,626	32,654	33,692	34,740	35,798	36,867	37,947	39,038	40,140	41,253	42,377	43,512	44,658	45,815	46,984	48,165	49,358
12	32,193	33,267	34,352	35,448	36,555	37,673	38,802	39,942	41,093	42,256	43,431	44,618	45,817	47,028	48,251	49,486	50,733	51,992
13	34,057	35,193	36,340	37,498	38,668	39,850	41,044	42,250	43,468	44,698	45,940	47,194	48,461	49,741	51,034	52,340	53,659	54,991
14	36,233	37,440	38,659	39,890	41,133	42,388	43,656	44,937	46,231	47,538	48,858	50,191	51,537	52,896	54,269	55,656	57,057	58,472
15	39,184	40,491	41,811	43,144	44,490	45,849	47,222	48,609	50,010	51,425	52,854	54,297	55,754	57,226	58,713	60,215	61,732	63,264
16	42,553	43,971	45,403	46,849	48,309	49,784	51,274	52,779	54,299	55,834	57,384	58,950	60,532	62,130	63,744	65,374	67,020	68,682
17	45,925	47,459	49,008	50,572	52,152	53,748	55,360	56,988	58,632	60,292	61,969	63,663	65,374	67,102	68,847	70,609	72,389	74,187
18	49,927	51,594	53,278	54,979	56,697	58,432	60,184	61,954	63,742	65,548	67,372	69,214	71,074	72,953	74,851	76,768	78,704	80,659
19	54,141	55,946	57,769	59,610	61,469	63,347	65,244	67,160	69,095	71,049	73,023	75,017	77,031	79,065	81,119	83,194	85,290	87,407
20	58,989	60,955	62,941	64,947	66,973	69,019	71,085	73,172	75,280	77,409	79,559	81,731	83,925	86,141	88,379	90,639	92,922	95,228
21	64,046	66,179	68,333	70,509	72,707	74,927	77,169	79,433	81,720	84,030	86,363	88,719	91,099	93,503	95,931	98,383	100,860	103,362
22	69,941	72,272	74,626	77,004	79,406	81,832	84,282	86,757	89,257	91,782	94,332	96,908	99,510	102,138	104,792	107,473	110,181	112,916

Administrators, Counselors and Librarians

ACL 12 Month Contract - FY2005

FY2005 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	27,761	28,687	29,622	30,566	31,519	32,482	33,455	34,438	35,431	36,434	37,447	38,470	39,503	40,546	41,599	42,663	43,738	44,824
9	28,798	29,755	30,722	31,699	32,686	33,683	34,690	35,707	36,734	37,771	38,818	39,875	40,943	42,022	43,112	44,213	45,325	46,448
10	29,988	30,988	31,998	33,018	34,048	35,088	36,138	37,199	38,271	39,354	40,448	41,553	42,669	43,796	44,934	46,083	47,243	48,415
11	31,450	32,496	33,552	34,619	35,697	36,786	37,886	38,997	40,119	41,252	42,396	43,551	44,718	45,897	47,088	48,291	49,506	50,733
12	33,078	34,182	35,297	36,423	37,560	38,708	39,867	41,038	42,221	43,416	44,623	45,842	47,073	48,316	49,571	50,839	52,120	53,414
13	34,994	36,161	37,340	38,531	39,734	40,949	42,176	43,415	44,666	45,930	47,207	48,497	49,800	51,116	52,445	53,787	55,142	56,511
14	37,229	38,469	39,721	40,986	42,264	43,555	44,859	46,176	47,506	48,849	50,205	51,575	52,959	54,357	55,769	57,195	58,635	60,089
15	40,262	41,605	42,961	44,331	45,715	47,113	48,525	49,951	51,391	52,845	54,314	55,798	57,297	58,811	60,340	61,884	63,443	65,018
16	43,723	45,180	46,652	48,139	49,641	51,158	52,690	54,237	55,799	57,377	58,971	60,581	62,207	63,849	65,507	67,182	68,874	70,583
17	47,188	48,764	50,356	51,964	53,588	55,228	56,884	58,557	60,247	61,954	63,678	65,419	67,177	68,953	70,747	72,559	74,389	76,237
18	51,300	53,013	54,743	56,490	58,254	60,036	61,836	63,654	65,490	67,344	69,217	71,109	73,020	74,950	76,899	78,867	80,855	82,863
19	55,630	57,485	59,359	61,252	63,164	65,095	67,045	69,015	71,005	73,015	75,045	77,095	79,166	81,258	83,371	85,505	87,660	89,837
20	60,611	62,631	64,671	66,731	68,812	70,914	73,037	75,181	77,346	79,533	81,742	83,973	86,226	88,502	90,801	93,123	95,468	97,836
21	65,807	67,999	70,213	72,449	74,707	76,988	79,292	81,619	83,969	86,343	88,741	91,163	93,609	96,079	98,574	101,094	103,639	106,209
22	71,864	74,259	76,678	79,121	81,588	84,080	86,597	89,139	91,706	94,299	96,918	99,563	102,234	104,932	107,657	110,409	113,189	115,997

Administrators, Counselors and Librarians

ACL 11 Month Contract - FY2003

FY2003 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	24,221	25,029	25,845	26,669	27,501	28,342	29,190	30,047	30,913	31,786	32,669	33,561	34,462	35,372	36,292	37,220	38,158	39,105
9	25,126	25,961	26,804	27,656	28,516	29,384	30,260	31,146	32,040	32,944	33,857	34,779	35,711	36,651	37,601	38,560	39,528	40,506
10	26,164	27,037	27,919	28,810	29,710	30,619	31,538	32,466	33,402	34,348	35,304	36,268	37,242	38,227	39,221	40,226	41,241	42,266
11	27,440	28,353	29,275	30,206	31,147	32,096	33,055	34,023	35,001	35,989	36,988	37,996	39,014	40,043	41,081	42,130	43,189	44,259
12	28,861	29,824	30,796	31,779	32,772	33,775	34,788	35,811	36,844	37,887	38,940	40,003	41,078	42,163	43,259	44,367	45,485	46,614
13	30,532	31,551	32,579	33,618	34,667	35,725	36,795	37,876	38,968	40,070	41,184	42,309	43,445	44,591	45,750	46,921	48,103	49,297
14	32,483	33,565	34,657	35,761	36,876	38,001	39,138	40,286	41,445	42,617	43,800	44,996	46,203	47,422	48,653	49,896	51,152	52,421
15	35,129	36,300	37,483	38,679	39,886	41,105	42,336	43,579	44,835	46,104	47,385	48,680	49,987	51,307	52,640	53,986	55,347	56,721
16	38,149	39,420	40,705	42,002	43,312	44,634	45,970	47,319	48,682	50,059	51,450	52,854	54,272	55,704	57,151	58,612	60,088	61,578
17	41,171	42,546	43,935	45,337	46,754	48,184	49,628	51,088	52,562	54,050	55,554	57,072	58,605	60,154	61,719	63,300	64,895	66,507
18	44,759	46,253	47,762	49,286	50,825	52,379	53,950	55,535	57,137	58,754	60,387	62,037	63,704	65,387	67,086	68,803	70,538	72,289
19	48,538	50,155	51,790	53,441	55,108	56,792	58,493	60,210	61,946	63,698	65,468	67,256	69,062	70,886	72,728	74,589	76,468	78,367
20	52,883	54,646	56,426	58,224	60,040	61,874	63,727	65,598	67,487	69,395	71,323	73,270	75,236	77,222	79,228	81,253	83,299	85,366
21	57,417	59,329	61,261	63,212	65,181	67,171	69,180	71,209	73,259	75,329	77,420	79,532	81,665	83,819	85,995	88,193	90,414	92,656
22	62,702	64,792	66,903	69,035	71,188	73,363	75,559	77,777	80,018	82,280	84,565	86,873	89,205	91,559	93,936	96,338	98,764	101,213

Administrators, Counselors and Librarians

ACL 11 Month Contract - FY2004

FY2004 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	24,767	25,592	26,427	27,269	28,120	28,979	29,846	30,721	31,606	32,500	33,402	34,315	35,236	36,166	37,106	38,055	39,012	39,980
9	25,691	26,545	27,407	28,276	29,155	30,042	30,938	31,844	32,759	33,683	34,616	35,558	36,510	37,471	38,440	39,420	40,410	41,410
10	26,753	27,645	28,546	29,456	30,376	31,304	32,242	33,189	34,145	35,110	36,086	37,071	38,066	39,072	40,088	41,113	42,149	43,195
11	28,057	28,991	29,933	30,884	31,845	32,815	33,795	34,785	35,785	36,795	37,815	38,846	39,886	40,937	41,997	43,069	44,151	45,245
12	29,510	30,495	31,489	32,494	33,509	34,534	35,569	36,614	37,669	38,735	39,812	40,900	41,999	43,109	44,230	45,362	46,505	47,659
13	31,219	32,260	33,312	34,373	35,446	36,529	37,624	38,729	39,846	40,973	42,112	43,261	44,423	45,596	46,781	47,978	49,187	50,408
14	33,214	34,320	35,437	36,566	37,705	38,856	40,018	41,192	42,378	43,577	44,787	46,008	47,242	48,488	49,747	51,018	52,302	53,599
15	35,919	37,117	38,327	39,549	40,783	42,028	43,287	44,558	45,843	47,140	48,450	49,772	51,108	52,457	53,820	55,197	56,588	57,992
16	39,007	40,307	41,619	42,945	44,283	45,635	47,001	48,381	49,774	51,181	52,602	54,038	55,488	56,953	58,432	59,926	61,435	62,959
17	42,098	43,504	44,924	46,358	47,806	49,269	50,747	52,239	53,746	55,268	56,805	58,358	59,926	61,510	63,110	64,725	66,357	68,005
18	45,766	47,295	48,838	50,397	51,972	53,563	55,169	56,791	58,430	60,086	61,758	63,446	65,151	66,874	68,613	70,371	72,145	73,937
19	49,629	51,284	52,955	54,643	56,347	58,068	59,807	61,563	63,337	65,128	66,938	68,766	70,612	72,476	74,359	76,261	78,183	80,123
20	54,073	55,875	57,696	59,535	61,392	63,267	65,161	67,074	69,007	70,958	72,929	74,920	76,931	78,963	81,014	83,086	85,179	87,292
21	58,709	60,664	62,639	64,633	66,648	68,683	70,738	72,814	74,910	77,028	79,166	81,326	83,507	85,711	87,937	90,184	92,455	94,749
22	64,113	66,249	68,407	70,587	72,789	75,013	77,259	79,527	81,819	84,134	86,471	88,832	91,218	93,627	96,059	98,517	100,999	103,506

Administrators, Counselors and Librarians

ACL 11 Month Contract - FY2005

FY2005 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	25,448	26,296	27,154	28,019	28,892	29,775	30,667	31,568	32,478	33,398	34,326	35,264	36,211	37,167	38,132	39,108	40,093	41,089
9	26,398	27,275	28,162	29,057	29,962	30,876	31,799	32,731	33,673	34,623	35,583	36,552	37,531	38,520	39,519	40,529	41,548	42,577
10	27,489	28,406	29,332	30,267	31,211	32,164	33,127	34,099	35,082	36,075	37,077	38,090	39,113	40,146	41,190	42,243	43,306	44,380
11	28,829	29,788	30,756	31,734	32,722	33,721	34,729	35,747	36,776	37,814	38,863	39,922	40,992	42,072	43,164	44,267	45,381	46,505
12	30,322	31,334	32,356	33,388	34,430	35,482	36,545	37,618	38,703	39,798	40,904	42,022	43,150	44,290	45,440	46,602	47,777	48,963
13	32,078	33,148	34,228	35,320	36,423	37,537	38,661	39,797	40,944	42,103	43,273	44,456	45,650	46,856	48,075	49,305	50,547	51,802
14	34,127	35,263	36,411	37,571	38,742	39,925	41,121	42,328	43,547	44,778	46,021	47,277	48,546	49,827	51,122	52,429	53,749	55,082
15	36,907	38,138	39,381	40,637	41,905	43,187	44,481	45,788	47,108	48,441	49,788	51,148	52,522	53,910	55,312	56,727	58,156	59,600
16	40,079	41,415	42,764	44,127	45,504	46,895	48,299	49,717	51,149	52,596	54,057	55,533	57,023	58,528	60,048	61,584	63,135	64,701
17	43,256	44,700	46,160	47,634	49,122	50,626	52,144	53,677	55,226	56,791	58,372	59,967	61,579	63,207	64,851	66,512	68,190	69,884
18	47,025	48,595	50,181	51,783	53,400	55,033	56,683	58,350	60,033	61,732	63,449	65,183	66,935	68,704	70,491	72,295	74,117	75,958
19	50,994	52,695	54,412	56,148	57,900	59,670	61,458	63,264	65,088	66,930	68,791	70,670	72,569	74,487	76,423	78,380	80,355	82,351
20	55,560	57,412	59,282	61,170	63,078	65,005	66,951	68,916	70,901	72,905	74,930	76,975	79,041	81,127	83,234	85,363	87,512	89,683
21	60,323	62,332	64,362	66,412	68,481	70,572	72,684	74,817	76,972	79,148	81,346	83,566	85,808	88,072	90,360	92,670	95,002	97,358
22	65,875	68,071	70,288	72,528	74,789	77,073	79,381	81,711	84,064	86,441	88,842	91,266	93,715	96,188	98,686	101,208	103,757	106,331

Administrators, Counselors and Librarians

ACL 10 Month Contract - FY2003

FY2003 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	22,019	22,753	23,495	24,244	25,001	25,765	26,537	27,316	28,103	28,897	29,699	30,510	31,329	32,157	32,993	33,837	34,689	35,550
9	22,842	23,601	24,368	25,142	25,923	26,713	27,509	28,314	29,128	29,949	30,779	31,618	32,464	33,319	34,183	35,054	35,934	36,823
10	23,786	24,579	25,381	26,191	27,009	27,836	28,671	29,514	30,366	31,226	32,094	32,971	33,857	34,752	35,656	36,569	37,492	38,423
11	24,945	25,775	26,613	27,460	28,315	29,178	30,050	30,930	31,819	32,718	33,625	34,542	35,468	36,403	37,347	38,300	39,263	40,235
12	26,238	27,113	27,997	28,890	29,793	30,704	31,625	32,555	33,494	34,443	35,400	36,367	37,343	38,330	39,327	40,333	41,350	42,377
13	27,757	28,683	29,618	30,562	31,515	32,478	33,450	34,433	35,425	36,428	37,440	38,463	39,495	40,538	41,591	42,655	43,730	44,816
14	29,530	30,513	31,507	32,510	33,523	34,547	35,580	36,623	37,678	38,743	39,818	40,905	42,003	43,111	44,230	45,360	46,502	47,655
15	31,935	33,000	34,076	35,163	36,260	37,368	38,488	39,618	40,759	41,913	43,078	44,254	45,443	46,643	47,854	49,078	50,315	51,564
16	34,681	35,837	37,004	38,183	39,374	40,577	41,791	43,018	44,257	45,508	46,773	48,049	49,338	50,640	51,955	53,283	54,625	55,980
17	37,428	38,678	39,941	41,216	42,503	43,803	45,117	46,443	47,783	49,137	50,503	51,883	53,278	54,686	56,108	57,545	58,996	60,461
18	40,690	42,048	43,420	44,805	46,204	47,618	49,045	50,487	51,943	53,413	54,898	56,398	57,913	59,443	60,988	62,548	64,125	65,718
19	44,125	45,596	47,082	48,583	50,098	51,629	53,175	54,737	56,314	57,908	59,517	61,142	62,783	64,442	66,117	67,808	69,517	71,243
20	48,076	49,678	51,297	52,931	54,582	56,249	57,933	59,634	61,352	63,087	64,839	66,609	68,397	70,202	72,025	73,867	75,727	77,605
21	52,198	53,936	55,692	57,465	59,256	61,064	62,891	64,736	66,599	68,481	70,382	72,302	74,241	76,199	78,178	80,176	82,194	84,233
22	57,002	58,902	60,821	62,759	64,717	66,693	68,690	70,707	72,743	74,800	76,878	78,976	81,095	83,235	85,397	87,580	89,785	92,012

Administrators, Counselors and Librarians

ACL 10 Month Contract - FY2004

FY2004 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	22,515	23,266	24,024	24,790	25,563	26,344	27,133	27,928	28,733	29,545	30,366	31,195	32,033	32,878	33,733	34,595	35,466	36,345
9	23,356	24,132	24,915	25,706	26,504	27,311	28,126	28,949	29,781	30,621	31,469	32,326	33,191	34,064	34,946	35,837	36,737	37,646
10	24,321	25,132	25,951	26,778	27,614	28,458	29,311	30,172	31,041	31,918	32,805	33,701	34,606	35,520	36,443	37,376	38,318	39,268
11	25,507	26,355	27,212	28,077	28,950	29,832	30,723	31,623	32,532	33,450	34,378	35,314	36,260	37,215	38,179	39,153	40,138	41,132
12	26,828	27,723	28,627	29,540	30,463	31,394	32,335	33,285	34,244	35,213	36,193	37,182	38,181	39,190	40,209	41,238	42,278	43,327
13	28,381	29,328	30,283	31,248	32,223	33,208	34,203	35,208	36,223	37,248	38,283	39,328	40,384	41,451	42,528	43,617	44,716	45,826
14	30,194	31,200	32,216	33,242	34,278	35,323	36,380	37,448	38,526	39,615	40,715	41,826	42,948	44,080	45,224	46,380	47,548	48,727
15	32,653	33,743	34,843	35,953	37,075	38,208	39,352	40,508	41,675	42,854	44,045	45,248	46,462	47,688	48,928	50,179	51,443	52,720
16	35,461	36,643	37,836	39,041	40,258	41,487	42,728	43,983	45,249	46,528	47,820	49,125	50,443	51,775	53,120	54,478	55,850	57,235
17	38,271	39,549	40,840	42,143	43,460	44,790	46,133	47,490	48,860	50,243	51,641	53,053	54,478	55,918	57,373	58,841	60,324	61,823
18	41,606	42,995	44,398	45,816	47,248	48,693	50,153	51,628	53,118	54,623	56,143	57,678	59,228	60,794	62,376	63,973	65,587	67,216
19	45,118	46,622	48,141	49,675	51,224	52,789	54,370	55,967	57,579	59,208	60,853	62,514	64,193	65,888	67,599	69,328	71,075	72,839
20	49,158	50,796	52,451	54,123	55,811	57,516	59,238	60,977	62,733	64,508	66,299	68,109	69,938	71,784	73,649	75,533	77,435	79,357
21	53,372	55,149	56,944	58,758	60,589	62,439	64,308	66,194	68,100	70,025	71,969	73,933	75,916	77,919	79,943	81,986	84,050	86,135
22	58,284	60,227	62,188	64,170	66,172	68,193	70,235	72,298	74,381	76,485	78,610	80,757	82,925	85,115	87,327	89,561	91,818	94,097

Administrators, Counselors and Librarians

ACL 10 Month Contract - FY2005

FY2005 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	23,134	23,906	24,685	25,472	26,266	27,068	27,879	28,698	29,526	30,362	31,206	32,058	32,919	33,788	34,666	35,553	36,448	37,353
9	23,998	24,796	25,602	26,416	27,238	28,069	28,908	29,756	30,612	31,476	32,348	33,229	34,119	35,018	35,927	36,844	37,771	38,707
10	24,990	25,823	26,665	27,515	28,373	29,240	30,115	30,999	31,893	32,795	33,707	34,628	35,558	36,497	37,445	38,403	39,369	40,346
11	26,208	27,080	27,960	28,849	29,748	30,655	31,572	32,498	33,433	34,377	35,330	36,293	37,265	38,248	39,240	40,243	41,255	42,278
12	27,565	28,485	29,414	30,353	31,300	32,257	33,223	34,198	35,184	36,180	37,186	38,202	39,228	40,263	41,309	42,366	43,433	44,512
13	29,162	30,134	31,117	32,109	33,112	34,124	35,147	36,179	37,222	38,275	39,339	40,414	41,500	42,597	43,704	44,823	45,952	47,093
14	31,024	32,058	33,101	34,155	35,220	36,296	37,383	38,480	39,588	40,708	41,838	42,979	44,133	45,298	46,474	47,663	48,863	50,074
15	33,552	34,671	35,801	36,943	38,096	39,261	40,438	41,626	42,826	44,038	45,262	46,498	47,748	49,009	50,283	51,570	52,869	54,182
16	36,436	37,650	38,877	40,116	41,368	42,632	43,908	45,198	46,499	47,814	49,143	50,484	51,839	53,208	54,589	55,985	57,395	58,819
17	39,323	40,637	41,963	43,303	44,657	46,023	47,403	48,798	50,206	51,628	53,065	54,516	55,981	57,461	58,956	60,466	61,991	63,531
18	42,750	44,178	45,619	47,075	48,545	50,030	51,530	53,045	54,575	56,120	57,681	59,258	60,850	62,458	64,083	65,723	67,379	69,053
19	46,358	47,904	49,466	51,043	52,637	54,246	55,871	57,513	59,171	60,846	62,538	64,246	65,972	67,715	69,476	71,254	73,050	74,864
20	50,509	52,193	53,893	55,609	57,343	59,095	60,864	62,651	64,455	66,278	68,118	69,978	71,855	73,752	75,668	77,603	79,557	81,530
21	54,839	56,666	58,511	60,374	62,256	64,157	66,077	68,016	69,974	71,953	73,951	75,969	78,008	80,066	82,145	84,245	86,366	88,508
22	59,887	61,883	63,898	65,934	67,990	70,067	72,164	74,283	76,422	78,583	80,765	82,969	85,195	87,443	89,714	92,008	94,324	96,664

Administrators, Counselors and Librarians

ACL 9 Month Contract - FY2003

FY2003 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	19,817	20,478	21,146	21,820	22,501	23,189	23,883	24,584	25,292	26,007	26,729	27,459	28,196	28,941	29,693	30,453	31,220	31,995
9	20,558	21,241	21,931	22,628	23,331	24,041	24,758	25,483	26,215	26,954	27,701	28,456	29,218	29,987	30,764	31,549	32,341	33,141
10	21,407	22,121	22,843	23,572	24,308	25,052	25,804	26,563	27,329	28,103	28,885	29,674	30,471	31,277	32,090	32,912	33,743	34,581
11	22,451	23,198	23,952	24,714	25,484	26,261	27,045	27,837	28,637	29,446	30,263	31,088	31,921	32,762	33,612	34,470	35,336	36,212
12	23,614	24,401	25,197	26,001	26,813	27,634	28,463	29,300	30,145	30,998	31,860	32,730	33,609	34,497	35,394	36,300	37,215	38,139
13	24,981	25,814	26,656	27,506	28,364	29,230	30,105	30,989	31,883	32,785	33,696	34,616	35,546	36,484	37,432	38,390	39,357	40,334
14	26,577	27,462	28,356	29,259	30,171	31,092	32,022	32,961	33,910	34,868	35,837	36,815	37,802	38,800	39,807	40,824	41,852	42,890
15	28,742	29,700	30,668	31,646	32,634	33,632	34,639	35,656	36,683	37,721	38,770	39,829	40,898	41,978	43,069	44,171	45,284	46,408
16	31,213	32,253	33,304	34,365	35,437	36,519	37,612	38,716	39,831	40,958	42,095	43,244	44,405	45,576	46,760	47,955	49,163	50,382
17	33,686	34,811	35,947	37,094	38,253	39,423	40,605	41,799	43,005	44,223	45,453	46,695	47,950	49,217	50,498	51,791	53,096	54,415
18	36,621	37,844	39,078	40,325	41,584	42,856	44,141	45,438	46,748	48,071	49,408	50,758	52,121	53,498	54,889	56,294	57,713	59,146
19	39,713	41,036	42,374	43,724	45,089	46,466	47,858	49,263	50,683	52,117	53,565	55,028	56,505	57,998	59,505	61,028	62,565	64,118
20	43,268	44,711	46,167	47,638	49,124	50,624	52,140	53,671	55,217	56,778	58,355	59,948	61,557	63,182	64,823	66,480	68,154	69,845
21	46,978	48,542	50,123	51,719	53,330	54,958	56,602	58,262	59,939	61,633	63,344	65,072	66,817	68,579	70,360	72,158	73,975	75,809
22	51,302	53,012	54,739	56,483	58,245	60,024	61,821	63,636	65,469	67,320	69,190	71,078	72,986	74,912	76,857	78,822	80,807	82,811

Administrators, Counselors and Librarians

ACL 9 Month Contract - FY2004

FY2004 Group	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
8	20,264	20,939	21,622	22,311	23,007	23,710	24,419	25,136	25,859	26,591	27,329	28,076	28,829	29,591	30,359	31,136	31,919	32,711
9	21,020	21,719	22,424	23,135	23,854	24,580	25,313	26,054	26,803	27,559	28,322	29,093	29,872	30,658	31,451	32,253	33,063	33,881
10	21,889	22,619	23,356	24,101	24,853	25,613	26,380	27,155	27,937	28,727	29,525	30,331	31,145	31,968	32,799	33,638	34,486	35,342
11	22,956	23,720	24,491	25,269	26,055	26,849	27,650	28,460	29,279	30,105	30,940	31,783	32,634	33,494	34,361	35,238	36,124	37,019
12	24,145	24,950	25,764	26,586	27,416	28,255	29,102	29,957	30,820	31,692	32,573	33,464	34,363	35,271	36,188	37,115	38,050	38,994
13	25,543	26,395	27,255	28,124	29,001	29,888	30,783	31,688	32,601	33,524	34,455	35,396	36,346	37,306	38,276	39,255	40,244	41,243
14	27,175	28,080	28,994	29,918	30,850	31,791	32,742	33,703	34,673	35,654	36,644	37,643	38,653	39,672	40,702	41,742	42,793	43,854
15	29,388	30,368	31,358	32,358	33,368	34,387	35,417	36,457	37,508	38,569	39,641	40,723	41,816	42,920	44,035	45,161	46,299	47,448
16	31,915	32,978	34,052	35,137	36,232	37,338	38,456	39,584	40,724	41,876	43,038	44,213	45,399	46,598	47,808	49,031	50,265	51,512
17	34,444	35,594	36,756	37,929	39,114	40,311	41,520	42,741	43,974	45,219	46,477	47,747	49,031	50,327	51,635	52,957	54,292	55,640
18	37,445	38,696	39,959	41,234	42,523	43,824	45,138	46,466	47,807	49,161	50,529	51,911	53,306	54,715	56,138	57,576	59,028	60,494
19	40,606	41,960	43,327	44,708	46,102	47,510	48,933	50,370	51,821	53,287	54,767	56,263	57,773	59,299	60,839	62,396	63,968	65,555
20	44,242	45,716	47,206	48,710	50,230	51,764	53,314	54,879	56,460	58,057	59,669	61,298	62,944	64,606	66,284	67,979	69,692	71,421
21	48,035	49,634	51,250	52,882	54,530	56,195	57,877	59,575	61,290	63,023	64,772	66,539	68,324	70,127	71,948	73,787	75,645	77,522
22	52,456	54,204	55,970	57,753	59,555	61,374	63,212	65,068	66,943	68,837	70,749	72,681	74,633	76,604	78,594	80,605	82,636	84,687

Administrators, Counselors and Librarians

ACL 9 Month Contract - FY2005

FY2005 Group	Step <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
8	20,821	21,515	22,217	22,925	23,639	24,362	25,091	25,829	26,573	27,326	28,085	28,853	29,627	30,410	31,199	31,997	32,804	33,618
9	21,599	22,316	23,042	23,774	24,515	25,262	26,018	26,780	27,551	28,328	29,114	29,906	30,707	31,517	32,334	33,160	33,994	34,836
10	22,491	23,241	23,999	24,764	25,536	26,316	27,104	27,899	28,703	29,516	30,336	31,165	32,002	32,847	33,701	34,562	35,432	36,311
11	23,588	24,372	25,164	25,964	26,773	27,590	28,415	29,248	30,089	30,939	31,797	32,663	33,539	34,423	35,316	36,218	37,130	38,050
12	24,809	25,637	26,473	27,317	28,170	29,031	29,900	30,779	31,666	32,562	33,467	34,382	35,305	36,237	37,178	38,129	39,090	40,061
13	26,246	27,121	28,005	28,898	29,801	30,712	31,632	32,561	33,500	34,448	35,405	36,373	37,350	38,337	39,334	40,340	41,357	42,383
14	27,922	28,852	29,791	30,740	31,698	32,666	33,644	34,632	35,630	36,637	37,654	38,681	39,719	40,768	41,827	42,896	43,976	45,067
15	30,197	31,204	32,221	33,248	34,286	35,335	36,394	37,463	38,543	39,634	40,736	41,849	42,973	44,108	45,255	46,413	47,582	48,764
16	32,792	33,885	34,989	36,104	37,231	38,369	39,518	40,678	41,849	43,033	44,228	45,436	46,655	47,887	49,130	50,387	51,656	52,937
17	35,391	36,573	37,767	38,973	40,191	41,421	42,663	43,918	45,185	46,466	47,759	49,064	50,383	51,715	53,060	54,419	55,792	57,178
18	38,475	39,760	41,057	42,368	43,691	45,027	46,377	47,741	49,118	50,508	51,913	53,332	54,765	56,213	57,674	59,150	60,641	62,147
19	41,723	43,114	44,519	45,939	47,373	48,821	50,284	51,761	53,254	54,761	56,284	57,821	59,375	60,944	62,528	64,129	65,745	67,378
20	45,458	46,973	48,503	50,048	51,609	53,186	54,778	56,386	58,010	59,650	61,307	62,980	64,670	66,377	68,101	69,842	71,601	73,377
21	49,355	50,999	52,660	54,337	56,030	57,741	59,469	61,214	62,977	64,757	66,556	68,372	70,207	72,059	73,931	75,821	77,729	79,657
22	53,898	55,694	57,509	59,341	61,191	63,060	64,948	66,854	68,780	70,724	72,689	74,672	76,676	78,699	80,743	82,807	84,892	86,998

Value of Step for Purposes of Reclassification of Non-Teaching Employees			
12 Month Employees			
Group	2002-03	2003-04	2004-05
8	\$955	\$976	\$1,004
9	\$987	\$1,009	\$1,038
10	\$1,033	\$1,055	\$1,084
11	\$1,079	\$1,103	\$1,134
12	\$1,139	\$1,165	\$1,196
13	\$1,204	\$1,231	\$1,266
14	\$1,279	\$1,308	\$1,345
15	\$1,386	\$1,416	\$1,456
16	\$1,503	\$1,537	\$1,580
17	\$1,626	\$1,662	\$1,709
18	\$1,767	\$1,808	\$1,857
19	\$1,914	\$1,957	\$2,012
20	\$2,084	\$2,132	\$2,190
21	\$2,261	\$2,313	\$2,377
22	\$2,471	\$2,528	\$2,596
10 Month Employees			
Group	2002-03	2003-04	2004-05
8	\$796	\$814	\$836
9	\$822	\$841	\$865
10	\$861	\$879	\$903
11	\$899	\$919	\$945
12	\$949	\$971	\$997
13	\$1,003	\$1,026	\$1,055
14	\$1,066	\$1,090	\$1,121
15	\$1,155	\$1,180	\$1,214
16	\$1,256	\$1,281	\$1,317
17	\$1,355	\$1,385	\$1,424
18	\$1,472	\$1,506	\$1,547
19	\$1,595	\$1,631	\$1,677
20	\$1,737	\$1,776	\$1,825
21	\$1,884	\$1,927	\$1,980
22	\$2,059	\$2,107	\$2,163

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⁹ Increases in 2—3-04 and 2004-05 have been deferred. See Congress Wage concession agreement at page 123.

SCHEDULE E

MISCELLANEOUS RATES OF PAY UNDER COALITION CONTRACT FOR 2002-2005¹⁰

	Rate Per:	2002-03	2003-04	2004-05
Part-Time Lecturer				
Level I < 18 credit hours	workload credit	\$996	\$1,046	\$1,098
Level II > 18 credit hours	workload credit	\$1,073	\$1,127	\$1,183
Part-Time EA (< 20 hours)				
Associates	Hour	\$16.08	\$16.88	\$17.72
Bachelors	Hour	\$18.61	\$19.54	\$20.52
Masters	Hour	\$22.30	\$23.42	\$24.59
Masters + 4	Hour	\$27.57	\$28.95	\$30.40
Part-Time Nursing				
0-3 years at college	Hour	\$36.30	\$38.12	\$40.03
> 3 years at college	Hour	\$40.30	\$42.32	\$44.44
PTL with Clinical component	Course	\$7,384	\$7,753	\$8,141
Nursing/Dental Course Leader				
	Semester	\$2,305	\$2,420	\$2,541
Program Coordinators (cash)				
	release or cash per PC Level I, II, or III	\$3,219	\$3,380	\$3,549
Department Chairs (cash)				
Department Chair <17	FTE	\$130	\$137	\$143
Department Chair >17	FTE	\$332	\$349	\$366
		\$274	\$288	\$302
Summer Call in	Per diem	(summer 03)	(summer 04)	(summer 05)

¹⁰Increases in 2003-04 and 2004-05 have been deferred. See Congress wage concession agreement at page 123.

MISCELLANEOUS RATES OF PAY UNDER COALITION CONTRACT FOR 2002-2005

2002-03

Coaches		Step 1	Step 2	Step 3	Step 4	Step 5
Athletic Director (annual)	\$8,048-10,804	\$8,450	\$9,173	\$9,896	\$10,619	\$11,342
Coach (major) (season)	\$5,513-7,501	\$5,789	\$6,311	\$6,833	\$7,355	\$7,877
Asst. Coach (major) (season)	\$3,308-4,412	\$3,473	\$3,763	\$4,053	\$4,343	\$4,633
Coach (minor) (season)	\$2,205-2,909	\$2,315	\$2,500	\$2,685	\$2,870	\$3,055
Asst. Coach (minor) (season)	\$1,103-1,455	\$1,158	\$1,250	\$1,342	\$1,434	\$1,526

2003-04

Athletic Director		\$8,873	\$9,632	\$10,391	\$11,150	\$11,909
Coach (major)		\$6,078	\$6,676	\$7,174	\$7,722	\$8,270
Asst. Coach (major)		\$3,647	\$3,952	\$4,357	\$4,562	\$4,867
Coach (minor)		\$2,431	\$2,625	\$2,819	\$3,016	\$3,210
Asst. Coach (minor)		\$1,216	\$1,313	\$1,410	\$1,507	\$1,604

2004-05

Athletic Director		\$9,317	\$10,114	\$10,911	\$11,708	\$12,505
Coach (major)		\$6,382	\$6,957	\$7,532	\$8,107	\$8,682
Asst. Coach (major)		\$3,829	\$3,149	\$4,469	\$4,789	\$5,109
Coach (minor)		\$2,553	\$2,757	\$2,960	\$3,165	\$3,369
Asst. Coach (minor)		\$1,277	\$1,379	\$1,481	\$1,582	\$1,685

SUPPLEMENTAL LETTERS OF AGREEMENT

Collective Bargaining Agreement between
The Board of Trustees of Community-Technical Colleges
And The Congress of Connecticut Community Colleges

RE: POSITION VACANCIES

Dear Bob:

This is to indicate, for informational purposes only, that the System Office will continue or initiate the following practices:

(1) Notice of full-time position vacancies within the unit will be provided to the union. The notices will provide a general description of the duties, minimum qualifications and starting salary.

(2) The practice of posting and advertising most position vacancies for thirty days will be continued. The System Office will make a special effort to ensure posting at each college.

(3) To the extent possible, consistent with Section 46a-68-41 of the Regulations of State Agencies, the Board will encourage that consideration be given to candidates from within the System for position vacancies at a college. The Board will require that at least three qualified candidates from within the System receive a preliminary interview. In addition, it shall be understood that qualified part-time employees in any of the three bargaining units may be included among the required three internal candidates eligible for interview in connection with the filling of a full-time position vacancy.

(4) The Chancellor will, from time-to-time, issue general search procedure guidelines for full-time bargaining unit positions.

This letter is provided with the understanding that it is not subject to grievance and arbitration and does not limit Article III of the Agreement.

Sincerely,

Jackson W. Foley, Jr.

RE: ADDITIONAL RESPONSIBILITIES OF TEACHING FACULTY

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 Article X, Section 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 Article X, Section 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 Article X, Section 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 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.

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

ADDITIONAL RESPONSIBILITIES ADDENDUM

The Side Letter, above, regarding Additional Responsibilities includes a mechanism for building in significant peer input designed to re-energize and better organize Additional Responsibilities within the current context of managerial review. 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 for above.

RE: GRADE PLACEMENT

This memorandum sets forth the understanding of the parties with respect to the placement of unit members who work twenty or more hours per week and are other than teaching faculty.

(1) The parties acknowledge that it is the present intent of the Board of Trustees to continue the classification structure recommended by Norman D. Willis and Associates. If the classification structure is discontinued, the employer will meet its obligation to bargain with respect to the compensation of new classifications.

(2) So long as the employer continues the Willis classification structure, the following considerations shall apply:

(a) Unit members who work twenty or more hours per week will be classified by the employer in the grades recommended by Willis.

(b) The employer will provide the union with a copy of its guidelines for position placement.

(c) When position placement is based on ratings by System Office staff, the position will be referred to the Rating Committee to be rated. The committee will meet at least once each year. This shall not preclude more frequent meetings where there are sufficient, "bona fide" issues which are to be referred to the Rating Committee. The final decision will be made by the Chancellor or his/her designee and a copy will be provided to the union.

(d) The parties recognize that it is difficult to properly evaluate the placement of new positions without sufficient job content information. Accordingly, it is agreed that such positions shall not be referred to the Rating Committee until the incumbent has worked for at least six months in the position. If the position is reclassified as the result of the evaluation, the additional cost shall be borne by the Board on a prospective basis only. Prospective shall mean no more than 45 calendar days after

the final results from the Rating Committee. It is contemplated that the committee's work will commence by March 1.

(3) Unit members who are appointed to the Rating Committee may not disclose information gained during the rating process, nor may they act as advocates or appear as witnesses in any legal or administrative proceeding, arbitration or fact finding involving classification and compensation of unit members.

(4) Whenever the employer implements changes in job descriptions or changes in assigned duties for non-teaching professionals who work twenty or more hours per week, the union but not any employee may submit views, data and information on the question of whether or not a change in duties requires a change in the grade.

The employer shall consider whether the change in job duties is sufficiently substantial to have the effect of changing the position placement. Where position placement is based on ratings of staff or where position placement is to a lower grade, the position or classification will be referred to the Rating Committee to be rated. The final decision will be made by the Chancellor or his/her designee and a copy will be provided to the union.

If the Board discontinues the Willis job evaluation process, the Board agrees to negotiate on the question of whether or not such changes in duties require change in the level of compensation for the position(s).

Nothing herein shall prevent the union from raising classification issues with the employer.

(5) Effective July 1, 1985, job descriptions will be revised to reflect changes in duties which require a change of grade. The Congress shall receive a copy of all job descriptions revised pursuant to this paragraph.

(6) For each of the years of the Agreement, .09 percent of total salaries shall be available for grade changes. The employer shall have no obligation to effect changes in compensation beyond the extent of these dollars. All the dollars shall be expended or carried over for expenditure in subsequent years.

(7) No unit member shall have his/her annual salary reduced as a result of this memorandum of understanding.

(8) The Board retains the right to increase salaries of unit members, notwithstanding the provisions of this memorandum. In this regard, the Board will continue to attempt to provide funding for such changes, including reclassifications, made pursuant to this paragraph.

(9) Employees who are appointed to a position which has a higher grade shall be placed at the step in the new grade which will provide an increase in

annual salary at least equal to one step at the new grade, but not to exceed the top step of the new grade. This paragraph shall not be construed to limit paragraph 8.

(10) The agreement between the Board and the Congress dated June 29, 1984, shall continue.

(11) The provisions of this memorandum of understanding shall not be directly or indirectly subject to the grievance and arbitration provisions of the Agreement.

RE: DAY AFTER THANKSGIVING

The purpose of this letter is to give recognition to the interest of unit members in being able to use accrued leave time on the day after Thanksgiving. It is recognized that the decision to close the college involves a weighing of the public interest and the rights of other employees. At the same time, we recognize that it is in our mutual interest to facilitate a mechanism for providing for a reduced staffing structure or college closing on the day after Thanksgiving. To this end, it is agreed that unit members who are not scheduled to work on Friday after Thanksgiving may be scheduled to work on a holiday when the college is open.

RE: MERIT PAY

It is understood and agreed that Section 7 of Article XII and Section 1C of Article XXI do not constitute a waiver of the Board's legal position that its right to provide merit recognition is not limited to lump sum payments or single increments.

RE: SABBATICALS

This memorandum records the understanding of the parties with respect to the provision of leaves.

(1) The employer will continue its practice of allotting dollars to the colleges based on the cost and/or savings resulting from sabbaticals which are granted and utilized.

(2) Notwithstanding the provisions of Article XVII, Section 2A, the Board may provide for consideration of and grant sabbatical leaves to employees who work and have worked in the System for twenty or more hours per week for at least ten years. Such sabbaticals shall be subject to the limitations of Article XVII.

RE: RETRAINING

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 retrenchment, 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.

(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.

RE: PART-TIME NURSING (GENERAL FUND)

Part-time nursing salaries shall be increased each year by the total package percentage increase negotiated by the parties.

RE: AREAS OF IMPROVEMENT

The statement of areas of improvement provided in Articles IX and XII is not to be regarded as a statement of reasons for failure to recommend.

RE: GRANTS AND CONTRACTS

In situations where the terms of a grant or contract require waiver of an economic provision of this Agreement, the Board may request and the union will sympathetically consider such request, provided that such a request for a waiver of minimum salaries for not more than one year will be routinely granted.

RE: CONTINUATION OF BARGAINING UNIT MEMBERS ON SPECIAL APPOINTMENT FOR THE 2003-04 ACADEMIC YEAR

1. The parties recognize that Educational Assistants have an interest in employment defined as a “special appointment,” a type of appointment that generally may not be extended for more than two (2) years.
2. Due to a moratorium on hiring in non-critical positions, Educational Assistants on special appointment will not be converted to standard appointment.
3. In recognition of the budget imperative that dictates this decision, the Union agrees to waive the two-year limitation on special appointments for the next fiscal year (2003-04).
4. It is understood that this agreement does not constitute a guarantee that any individual on special appointment in 2002-03 will be continued in the next fiscal year.
5. In consideration of the union’s willingness to waive the two year limitation on special appointments, the Board hereby agrees to count up to three years full-time service on special appointment toward tenure eligibility, where the services were in substantially the same function and where performance evaluations during that time reflect above average performance.
6. This agreement shall be without precedent.

RE: LUMP-SUM PAYMENTS

The parties have agreed that during each year of this Agreement one-half of the “lump-sum” dollars for promotions shall be available to the Board for lump-sum payments pursuant to Article XII, Section 7 and one-half of these “lump-sum” dollars shall be available to the Board for educational excellence and distinguished service awards.

The Board shall consult with the Congress prior to implementation of the latter awards.

RE: TEACHING WORKLOAD OBLIGATION

The parties agree that the establishment of academic standards and the definition of what comprises an academic “credit” are managerial prerogatives. As such, they are permissive subjects of bargaining. On the other hand, the impact upon bargaining unit members of changes in working conditions is a mandatory subject of bargaining. If the Board effects changed workload requirements within the bargaining unit, it shall negotiate with the Congress the impact of these changes.

RE: COMPUTER LITERACY

The parties understand that the computer literacy language of Article X, Section 1(g) and Article X, Section 4(d) shall not be interpreted as requiring faculty members and ACLs to possess each and every skill listed in those sections. Rather, it is the parties’ understanding that faculty members and ACLs 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 and ACLs 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 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 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.

RE: COMPUTER LITERACY – LABOR MANAGEMENT COMMITTEE

In the interest of furthering labor-management relations, the undersigned parties hereby agree as follows:

1. For the 2002-03-contract year, each college will establish a labor-management committee, the size and composition to be determined by the president. Membership may consist of members of more than one bargaining unit at merged colleges.
2. The committee shall publicize the availability of technology training dollars and, where practicable, review and rank proposals in order of merit, for submission to the president.
3. The committee process for 2002-03 shall be considered an experiment, subject to renewal.
4. This agreement shall be without precedent and may not be asserted except to enforce its terms.

RE: TEAMING DOLLARS

To: Jack Foley
From: Dan Livingston
Subject: Teaming Dollars
Date: April 6, 1998

This is to confirm that the Congress has agreed to use lump sum dollars which result from promotion delays under the Congress Agreement for teaming recognition as well as continuing the current practice with regard to merit and educational excellence. The Congress has agreed to encourage AFSCME and AFT to attempt with the Board of Trustees to harmonize these provisions.

RE: PROGRAM COORDINATORS

The parties have fully negotiated the provisions of the May 3, 1990 memorandum of agreement regarding teaching faculty who have administrative responsibilities as Program Coordinators and have agreed as follows:

1. Faculty/Program Coordinators shall be compensated¹¹ or receive released time in accordance with the following schedule:

LEVEL	PAYMENT	RELEASED TIME
I	\$2,000 per year OR	3 credits release per year
II	\$2,000 per semester OR	3 credits per semester
III	\$4,000 per semester OR	6 credits per semester OR
	\$2,000 per semester AND	3 credits per semester

2. The employer has established three job descriptions for the three categories of Program Coordinator. The descriptions incorporate the compensable factors upon which the parties reached agreement. Copies of the job descriptions are attached to this Agreement for informational purposes.
3. Faculty/Program Coordinators shall be assigned responsibilities consistent with the job descriptions and compensated pursuant to paragraph number one above, at the sole discretion of the employer.

¹¹ See Schedule E (Miscellaneous Rates of Pay) for current pay rates for Program Coordinators.

Attached is a list of the current Program Coordinators and their assignment within the three categories.

4. The parties recognize that there are some teaching faculty who have responsibilities for an academic program and have historically been referred to as Program Coordinators, but for whom no compensation is appropriate under this Agreement inasmuch as their responsibilities do not rise to the level articulated in the Category I Job description.
5. For the purpose of this Agreement, Program Coordinators are those teaching faculty who have administrative responsibility for a degree and/or certificate program. The employer will maintain the current level of released time for Department Chairs who also serve as Program Coordinators.
6. Payments pursuant to this Agreement shall be funded by the resources identified in paragraphs 6.d. (\$143,900) and 7. (\$31,500) of May 3, 1990 agreement between the parties. In the event that the available funds are insufficient to fully implement the payments/released time articulated above, the parties are not precluded from identifying additional resources available in contract funds. It is understood that the Board has no obligation to fund Program Coordinators beyond the extent of the contract funds available. In the event that the funds available exceed the requirements of implementing this Agreement, the parties will discuss the disposition of the excess dollars.
7. Since the most significant difference between the Category I and Category II Program Coordinators is responsibility for a program which has fieldwork as an integral component of the program, the parties have agreed that:
 - a. Coordinators whose programs include fieldwork as an option or a required component are included in Category II. This placement is based upon the following assumptions:
 - Where the fieldwork is not required to graduate from the program, there are sufficient placements to recognize fieldwork as a major component of the job.
 - Where fieldwork is required for graduation from the program and where there are very few placements at the present time, the expectation is that the program will expand in the future which will create an increase in fieldwork activity for the Coordinator.
 - b. Should any individual Category II Program Coordinator's responsibility for fieldwork fall below the above referenced expectation, the individual

will be moved down to a Category I Coordinator until such time as the fieldwork responsibility meets the expected level.

- c. The Board will discuss specific changes pursuant to this provision with the union prior to implementation.
 - d. The provisions of paragraph a. above, relate to current position incumbents. The Board reserves the right to reconsider its position with respect to new programs or incumbents.
8. For the record, the following special circumstances are noted:
- a. Certain Program Coordinators at Naugatuck Valley Community College, (Koski, Palmieri and Brick) have been placed at Category I despite the fact that fieldwork is a component of their respective programs. This placement is based upon the fact that the College has a Cooperative Education Program whose staff is responsible for securing and administering the fieldwork placements for students. In the event that the Cooperative Education Program is reorganized or discontinued in the future and responsibility for fieldwork shifts to the above referenced Program Coordinators, the Coordinators shall be assigned to Category II.
 - b. In accepting the slotting of certain Program Coordinators, the union has not waived any rights which it may have with respect to asserting that the workloads Lewis, DeVito, Pronovost, Bruce and Savva, violate the standards established in Article X.
 - c. The parties have identified six (6)* teaching faculty with administrative responsibilities for academic programs who, in addition, have some duties normally associated with the Department Chair designation. For the purposes of this Agreement, the employer will preserve the status quo provided that compensation is provided at the level for Program Coordinator. When the Board implements a new structure of compensation for Departments Chairs, the question of the appropriate designation/title for these six positions will be reconsidered without prejudice to the position of either party.
9. Implementation of this Agreement shall commence prospectively with the Spring 1994 semester. Prospective payments (in lieu of released time) shall be made at the conclusion of each semester. Category I Program Coordinators will receive one-half payment (\$1,000) at the conclusion of each semester.

10. Retroactive compensation will be provided to Program Coordinators for the years 1990-91, 1991-92 and 1992-93 and the Fall 1993 semester consistent with the following:
- a. Retroactive payments shall not exceed the dollars available in each year of the Agreement (\$175,400 each year for a cumulative total of \$701,600).
 - b. Retroactive payments shall not and will not be asserted as precedent.
 - c. Retroactive payments shall be based upon the following formula:
 Total number of units for all Program Coordinators as defined in d. below,
 minus released time or payments which were previously provided to
 Program Coordinators = total (net) units.

 Total dollars available divided by the total (net) units = the value of a unit.
 - d. Units referenced in c. above, are defined as follows:

Level I	=	3 credits release/year	=	1 unit
Level II	=	6 credits release/year	=	2 units
Level III	=	12 credits release/year	=	4 units
 - e. In the interests of harmonious relations and achieving a complete settlement on the Program Coordinator issue, the employer has agreed not to consider, for the purposes of determining retroactive compensation, release from Article X, 2B responsibilities which may have been provided during the 1990-91, 1991-92 and 1992-93 and the Fall 1993 semester. In exchange, the union agrees not to assert this treatment as precedent, and in particular, agrees not to disclose the fact of this payment to advance its position regarding future compensation of such individuals. The employer will develop a database to calculate the retroactive obligations and share the information with the union. The parties may discuss unique circumstances which require special treatment.
11. This Agreement constitutes the total compensation arrangement which will be provided to teaching faculty who serve as Program Coordinators and supersedes and extinguishes any previous past practices, including but not limited to college determined released time or additional compensation arrangements and payment for evaluation responsibility pursuant to the June 1984 Agreement between the parties.
12. While Faculty/Program Coordinators may express a preference, the determination as to whether to provide a cash payment or grant released time in the Spring 1993 or subsequent semesters shall be at the sole discretion of the employer.

13. Effective with the implementation of this Agreement, teaching faculty designated and compensated as Program Coordinators shall have this designation recorded appropriately (e.g., on notices of appointment and other appropriate records) and shall not have the option of discontinuing as Program Coordinator.
14. This Agreement reflects a complete settlement of all issues related to the system of compensation for teaching faculty who perform administrative responsibilities as Program Coordinators and upon implementation, becomes the sole source of compensation for Program Coordinator responsibilities.

Noting the fact that the work of Program Coordinators as described herein may exceed the normal workload of teaching faculty, it is understood and agreed that the employer may assign Program Coordinator responsibilities and once assigned, such work shall be an obligation of the faculty member unless modified by the employer.¹²

**RE: MERGED COLLEGE ACADEMIC STRUCTURES
(DEPARTMENT CHAIRS AGREEMENT)**

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.

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 replacement.
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:

¹² Referenced attachments are omitted in this printing.

- 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 as 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 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 no for faculty in the coordinators' programs/disciplines.
 - 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.

FTE Department Faculty Supervised	Released Credit Hours (Congress-annual)	Released Contact Hours (Federation-Annual)	Compensation Range ¹³
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

- 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.
- 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 17th FTE.
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.

¹³ See Schedule E (Miscellaneous Rates of Pay) for current pay rates for Department Chairs.

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).

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.

RE: DEPARTMENT CHAIRS (UNINTENDED CONSEQUENCES)

Whereas, the parties recognize that the impact of the Letter of Agreement has resulted in unintended adverse consequences; and,

Whereas, the parties desire to ameliorate these consequences;

Now, therefore, the parties agree as follows:

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. Department chairs who held the same position in 1993/1994 shall be grandparented in the amount of released time received, in accordance with the following:
 - a. FTE faculty supervised by program coordinators and division directors in the department shall be included within the FTE calculation for the department to determine released time.
 - b. Released time may not exceed twelve (12) credits per year.
 - c. The FTE calculation in (a), above, must warrant additional release pursuant to the agreed upon schedule, except as provided in d, below.
 - d. Where the FTE calculation does not warrant the additional release, release up to 12 hours, based upon the incumbent's prior level of release, will be provided for 1994-95. For 1995-96, the parties will consider on an

individual basis whether special circumstances exist which may warrant the continuation of the provisions of this paragraph.

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 Congress contract.

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.

RE: TREATMENT OF PTL CALCULATION FOR DEPARTMENT CHAIRS

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 department FTE calculations will continue to include full credit for the full-time faculty member, as provided by the agreement(s) among the parties.

RE: MINORITY FELLOWSHIP PROGRAM

Agreement made this 17th 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.

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.
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.
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:

- 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.
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 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.
 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.

RE: MINORITY FELLOWSHIP PROGRAM

In an effort to add value to the fellowship experience, the three professional employee unions and the Board have agreed that financial support for the professional development activities for fellows, and fellows and mentors, may be afforded, up to the limits specified:

- Up to \$500 per fellow on an annual basis;
- For joint fellow/mentor activities, up to \$250 annually for the mentor to participate jointly with the fellow in a professional development activity. It is assumed that the lesser amount for the mentor is appropriate because there is already professional development funding for the mentor as a professional staff member.

RE: COMPENSATION OF ATHLETIC COACHES¹⁴

The parties have agreed to the following with respect to the compensation of part-time athletic 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 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

¹⁴ See Schedule E (Miscellaneous Rates of Pay) for current pay rates for Athletic Coaches.

directors who work in the 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.

RE: EXPENDITURE OF 2%

AGREEMENT entered into this 5th date of May, 1999, between the Board of Trustees of Community-Technical College (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 workloads 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 engage 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 (\$1000). 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% 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.

RE: NURSING/DENTAL FACULTY PAID LEAVES

In 2002-03, \$44,100 shall be available to provide for paid leaves for nursing/dental faculty; in 2003-04, \$46,305 shall be available to provide for such leaves; and in 2004-05, \$48,620 shall be available to provide for such 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.

RE: NURSING/DENTAL FACULTY COURSE LEADERS

In 2002-03, \$61,740 shall be 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. In 2003-04, \$64,827 shall be available for such payments; in 2004-05, \$68,068 shall be available for such payments.

It is understood that the Board intends to establish uniform job description(s) for course leaders. It is also understood that course-leader responsibilities have been traditionally assigned after consultation with members of the appropriate departments or divisions. For the purpose of maintaining good labor relations, and without waiving its position that this matter is not a mandatory subject of bargaining, the Board of Trustees has indicated that this practice will be continued, with the understanding that such consultation may not be appropriate in all circumstances. The Board will consult with the Unions before it modifies this practice but hereby reserves the right to do so.

RE: COMMENCEMENT

Agreement made this 17th day of July 2000 by and among the Congress of Connecticut Community Colleges (“Congress”), the American Federation of State, County and Municipal Employees, Chapter 148, Local 1303 (“AFSCME”) (collectively “the Union”) and the Board of Trustees of Community-Technical Colleges (“the Board”). In the interest of fostering labor-management cooperation and avoiding litigation of issues in dispute, the parties mutually agree as follows:

1. Commencement is one of the most important events in the academic calendar. By this Agreement, the parties reaffirm their understanding that it is the obligation of professional staff members to attend commencement ceremonies, unless excused by the President.
2. Effective with the execution of this Agreement, a professional staff member who fails to attend commencement and who has not been excused by the President shall have a half day (3-1/2 hours) charged to the appropriate leave balance. In addition, he/she may be subject to disciplinary action in accordance with the applicable collective bargaining agreement.
3. Effective with the execution of this Agreement, a professional staff member who is excused from attending commencement in accordance with the applicable collective bargaining agreement shall have no charge applied to his/her leave balances.
4. This Agreement shall not be construed as an admission of liability on the part of the Board or any of its agents.
5. This Agreement shall have no value as precedent.

RE: UNIT PLACEMENT OF FACULTY, COUNSELOR AND LIBRARIAN POSITIONS

Agreement made this 19th 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 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.

**SUPPLEMENTAL LETTER OF AGREEMENT
RE: ESTABLISHMENT OF A STUDY COMMITTEE**

The parties agree that a study committee shall be formed, to consist of an equal number of representatives of management and the union. The sole purpose of the committee shall be to conduct research on, to discuss and to make recommendations concerning issues that the parties have mutually agreed to submit to the committee. 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.

The parties agree to submit the following issues to the study committee during the 2001-02 contract term: review of sexual harassment policy, protocols for distance learning and flextime for ACLs. Additional subjects may be added to the list upon mutual agreement of both parties.

**SIDE LETTER RE: INFORMAL WORK SCHEDULE/COMPENSATORY
TIME**

The parties recognize that they have compromised their differences by adopting the approach reflected in this agreement, which shall be considered an experiment. Should either party believe the experiment unsuccessful, it may retain its original position in any negotiations or arbitration of a subsequent agreement such that the position by the employer may not be construed as concession bargaining.

**SUPPLEMENTAL LETTER OF AGREEMENT
RE: SYSTEMWIDE HEALTH AND SAFETY COMMITTEE**

The parties hereby agree that the Chancellor's Advisory Committee re: health and safety shall include from the Congress, AFSCME and the Federation bargaining units.

SIDE LETTER RE: CONSULTATION

The fact that there are differences in language among Congress, AFSCME and Federation contracts shall create no inference with respect to what form of consultation may be available under any of the agreements.

SIDE LETTER RE: DELEGATION OF BOARD AUTHORITY

This contract has been modified to reflect the 1996 resolution of the Board delegating certain decision-making authority to the Chancellor and/or to the Community College Presidents. Since the Board has the right to modify its prior decisions respecting delegation of authority in the future, the parties agree that the Board may also develop appropriate procedures to implement any such modification. The parties further agree that any existing provision of this agreement that is inconsistent with such future modification shall be deemed null and void.

AGREEMENT TO REOPEN NEGOTIATIONS

Re: Grade Placement and Protocols for Distance Learning

The following issues shall be open for negotiation and arbitration in September 2002: grade placement and protocols for distance learning. Absent mutual agreement otherwise, any agreement or award resulting from this process shall not be implemented in a manner that entails additional cost to a then-existing collective bargaining agreement.

Re: Program Coordinator/Department Chair Compensation

1. Effective with implementation of the 2002-05 collective bargaining agreement,
 - Release time/compensation for all Program Coordinators (PCs) shall be based on three (3) contact/credit hours per unit;
 - Current Federation PCs shall receive lump sum payments from contract savings as a "transitional payment" which shall sunset on 6/30/05;

- Effective 7/1/05, all PC release time shall be based on three (3) contact/credit hour formula; Federation lump sum payments shall cease; savings will be rolled forward as designated by mutual agreement.
2. The parties agree that the negotiations currently scheduled for September 2002 shall also include a contract reopener to discuss PC/DC compensation, subject to the following parameters:
- Purpose: to address unresolved workload issues of PCs/DCs
 - There shall be no additional cost to the contract.
 - Issues open for discussion shall include:
 - the Board’s proposal for harmonization of the release time formula for Department Chairs;
 - the union proposal for workload recognition for special projects, e.g., accreditation reports, program evaluation, unusual circumstances (PCs only)
 - the union proposal for workload recognition for employee evaluations.
 - Current college practices shall be neither a basis for nor a source of funding.
 - There shall be no waiver of management rights.
 - If no agreement is reached, the parties shall submit their dispute to binding arbitration. However, the inclusion of a subject in reopener discussions shall not be construed as a waiver of any party’s rights under the collective bargaining law.

SIDE LETTER RE: SALARY GRIDS

It is understood that the union reserves the right to renegotiate salary grids in the future.

MEMORANDUM OF AGREEMENT RE: WAGE CONCESSIONS

In order to help resolve the budget shortfall that currently affects the State of Connecticut in general, and the Community College System in particular, the Board of Trustees of Community-Technical Colleges (“the Board”) and the Congress of Connecticut Community Colleges (“the Congress”) have agreed to amend their 2002-05 collective bargaining agreement, as follows:

1. WAGES

- a. As used in this agreement, “wages” refers to direct wages and wage-like funds (Accounts nos. A802, A804, A812, A813C and A820C) provided in the collective bargaining agreement; and increases to funding of non-wage accounts.
- b. For the remainder of fiscal year 2003, there will be no change in the existing agreement.

- c. In fiscal year 2004, wages will be frozen at the 2003 level. However, the parties agree that lump sum dollars mutually identified in contract accounts will be used to implement the change in faculty workload ratio for clinical disciplines.
- d. In fiscal year 2005, increases to wages previously agreed upon for fiscal year 2004 will take effect. Again, the parties agree that lump sum dollars mutually identified in contract accounts will be used to implement the change in faculty workload ratio in the arts and culinary arts.
- e. In fiscal year 2006, increases to wages previously agreed upon for fiscal year 2005 will take effect.
- f. The agreement will be extended through June 30, 2007, and will be subject to a reopener for wages in the final year.

2. EMPLOYEES WHO HAVE RECEIVED NOTICE OF TERMINATION FOR ECONOMIC REASONS

The parties recognize their mutual interest in maintaining high quality services to students and the public. To that end, the parties have agreed on the importance of the preservation of employment of members of the principal bargaining unit through a process of placement of unit members who have received layoff notices into positions that may be filled as a result of the Early Retirement Incentive Program (ERIP).

- a. Unit members so affected will receive first consideration for appointment to positions that may be filled as a result of the ERIP.
- b. Retraining dollars will be offered to assist unit members in the transition to new positions.
- c. It is understood that placement at the current college of employment is the desired outcome. Should it be necessary, however, the Chancellor will facilitate placement at another college within the System.
- d. It is recognized that the extent to which placement can be effected is dependent upon the final system budget and the willingness of the bargaining unit member to assume new responsibilities and the obligation of retraining that may be attendant.
- e. In the event that there has been no offer of placement or the proposed placement is unreasonable, the matter will be referred to a joint labor management committee which will review the matter and make a recommendation to the Chancellor, whose decision shall be final. Employment will be continued until the Chancellor has made a decision.

3. JOB SECURITY

- a. There shall be no new economic layoffs for the duration of this Agreement. This limitation may not be read to preclude layoffs necessitated by consolidation and/or elimination of programs enacted by the General Assembly.
- b. Further, it is recognized that due to the State budget reduction, the Board is currently experiencing severe pressures to realize efficiencies which may result in the need for programmatic change. It is further recognized

that such change may impact on members of the principal bargaining unit through Article XIII at a time when there are no longer positions that may be filled as a result of the 2003 ERIP. In order to address this impact, the parties have agreed to the following provisions:

- i. The Board will make every effort to avoid personnel reductions by reassigning qualified employees from areas of diminished need to areas that require additional staffing;
- ii. Unit members affected by programmatic change will receive first consideration for appointment to vacant positions, first at their current college of employment and, if that is not possible, at another college within the System. The Chancellor will make every effort to facilitate placements.
- iii. Retraining dollars will be offered to assist unit members in the transition to new positions.
- iv. In the event that there has been no offer of placement or the proposed placement is unreasonable, the matter will be referred to a joint labor-management committee which will review the matter and make a recommendation to the Chancellor, whose decision shall be final. Employment will be continued until the Chancellor has made a decision.

4. CHANGED ASSIGNMENTS

The following terms shall be applicable to principal bargaining unit members who have been assigned to different positions as a result of paragraphs 2 or 3 of this Agreement:

- a. Tenured employees shall maintain their tenure unless there is a change in classification from ACL to faculty or the reverse, or they are assigned to a different college in a different job function.
- b. For those employees changing classification as indicated in a. above, there shall be a trial period which shall continue for 18 months from the date of the change in assignment;
- c. Up to two evaluations shall be conducted during the trial period;
- d. Prior to the expiration of the trial period, the employer shall determine whether the employee has performed satisfactorily to the reasonable expectation of the employer. If during the trial period, the employer determines that the experience was unsatisfactory as set out in (c) above, the employer shall so inform the bargaining unit member in writing. The exclusive remedy for such member shall lie in an expedited arbitration process, wherein the standard of review shall be:
whether the employee performed satisfactorily to the reasonable expectation of the employer.

In any such arbitration, review of performance evaluations shall be subject to the standards existing in the collective bargaining agreement, including the limitations on the arbitrator set out in Article VII, Section 4C.

- e. If the employee prevails at arbitration, the employer must determine whether there is another suitable position available.

- f. The decision of the employer that there is no other suitable position available shall be subject to review by a labor-management committee which shall make a recommendation to the Chancellor. The Chancellor's decision shall be final.
- g. If no suitable position is available, the employee shall be laid off. A six-month notice period shall apply and shall run from the date of notice that there is no other suitable position available.

5. NATURE OF AGREEMENT

- a. This Agreement fully meets the obligations of the parties under Article XIII of the collective bargaining agreement with respect to principal bargaining unit members who received or who may receive notices of layoff during the contract term.
- b. The parties acknowledge that this is a special agreement that provides enhanced protections for principal bargaining unit members. Accordingly, the remedies here are the exclusive contractual remedy with respect to Article XIII.

6. CLOSING PROVISIONS

- a. The provisions of this Agreement supersede the provisions of the 2002-2005 collective bargaining agreement between the Board and the Congress only as specified herein.
- b. This Agreement is subject to approval by the Board, the Congress and the General Assembly.
- c. This Agreement shall have no value as precedent and may not be asserted in any future negotiation or related proceeding between the parties.

AGREEMENT FOR PART-TIME EMPLOYEES

Article I - Recognition

Pursuant to the certifications issued by the Connecticut State Board of Labor Relations (Dec. No. 2351 and Dec. No. 2346, Case No. SE-8184), the Board recognizes the Congress as the sole and exclusive agent for the purposes of collective bargaining for all part-time unclassified employees of the Board working fewer than twenty (20) hours per week, as more expressly defined hereinafter.

A. Part-Time Teaching Employees. Such employees who are scheduled to teach two or more contact/credit hours of credit instruction during a semester shall be included in the bargaining unit covered by this Agreement.

B. Part-Time Non-Teaching Employees. Commencing sixty (60) calendar days after initial employment, a non-teaching employee who has been and is reasonably expected to continue to be regularly scheduled for nine (9) or more hours per week shall be included in the bargaining unit covered by this Agreement.

C. Coaches. Coaches shall be included in the unit. The parties recognize that coaches are not regularly scheduled for a set number of hours per week.

Article II – Nondiscrimination

Article II of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff.

Article III – Academic Freedom

All members when teaching shall have academic freedom to conduct their courses, provided that the subject matter is that which has been specified by the college.

Article IV – Deduction of Dues/Service Fees

Deduction of dues and service fees shall take place in accordance with Article V of the Agreement between the Board and the Congress covering full-time professional staff.

Article V – Maintenance of Records

Each college shall make a good faith effort to shall accurate records concerning part-time employees.

These records shall be accessible on a reasonable basis to the professional staff member concerned.

Article VI – Appointment

The offer of employment is made only by written contract executed by the President and may be subject to ratification by the Board or the Chancellor.

Each college shall make a good faith effort to inform part-time members of their employment at the earliest reasonable opportunity.

Where a part-time lecturer at a college has taught eighteen (18) or more contact/credit hours of instruction and been employed during the previous year, that individual will be continued in the part-time lecturer applicant pool. If any such individual has a concern regarding the selection of part-time lecturers, he/she may raise it with the dean and then the President. The preceding sentences of this paragraph shall not be subject to grievance/arbitration.

Members shall be notified of class cancellations before classes begin.

Article VII - Job Security for Part-time Lecturers

1. When a part-time lecturer in the system has taught 24 credits and has not received an unsatisfactory evaluation, the part-time lecturer will be placed in the part-time lecturer pool at the college(s) where the part-timer has accumulated a minimum of 18 credits. The relevant time period for the accumulation of credits referred to in this paragraph is the period of July 1, 1992 forward.
2. Entrance into, and continuation in, the pool is subject to a "break-in-service" requirement. A break in service is a period of 36 or more months in which a part-time lecturer does not teach for the system. However, if an individual is scheduled to teach a course that is ultimately cancelled, or if the individual does not teach the scheduled course for reasons beyond his/her control, the individual will nevertheless be given credit for the course for purposes of determining if there is 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.
3. Calculation of minimum service for inclusion in the initial pool shall be retroactive to July 1, 1992 and shall apply to part-time employees employed during academic 2000/2001 or 2001/2002, as shall the application of the break-in-service rules.
4. Among the members of the pool who are qualified for a course, employees will be assigned on a seniority basis to at least one course per semester, subject to course availability. Seniority will be calculated by determining when the 18/24-credit threshold was met. This provision does not require that any specific course be assigned on a seniority basis, only that if the number of pool members exceeds the number of available courses, senior pool members will be assigned at least one course.
5. This agreement applies only to initial course assignments and does not apply to:
 - changes in course assignments necessitated by enrollment or by other unanticipated circumstances which occur within 14 days of the start of classes;
 - courses offered under grants or contracts;
 - the assignment of courses to full-time employees, including but not limited to the assignment of "overload" courses to full-time faculty, and the assignment of courses to former full-time employees who have retired;
 - a decision to broaden the hiring pool to enhance the skill base or to enhance affirmative action or diversity in the selection of part-time members.
6. "Qualified" shall mean (1) meeting minimum qualifications; and (2) having adequate preparation for the specific course through appropriate education or experience. Employee qualifications for any specific teaching assignment shall be determined by the employer in relation to the subject matter and goals for the course.

7. It shall be the part-time lecturer's responsibility to indicate his/her pool status at the time he or she applies for a position. After receipt of such an indication, the employer shall treat the part-timer as a member of the pool unless its records definitely establish that the 18/24 credits threshold has not been met.
8. For a part-time lecturer to remain in a pool he/she must perform in a satisfactory manner as determined by the employer. Pools will be maintained and utilized on a college-by-college basis, i.e., not a system-wide basis.
9. The employer's determination with respect to the qualification of part-time lecturers shall be subject to the grievance procedure but not to arbitration. Other failures to comply with the provisions of this agreement shall be subject to the parties' usual dispute resolution procedures, except that should the employer decide not to make an assignment to a qualified member of the pool on the basis of the reasons set forth in the fourth bullet of paragraph 5, its decision shall be sustained unless it is based on reasons which are arbitrary or capricious.
10. Once courses are assigned, a senior member of the pool may not "bump" a junior member of the pool if the senior member's assigned course is cancelled.
11. Repeated attempts to contact a part-timer by telephone and e-mail shall constitute compliance with the requirement to offer such part-timer a course under this agreement.

Article VIII – Grievance Procedure

Article VII of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this agreement for part-time professional staff.

Article IX – Workload and Working Conditions

A. Teaching Members

- (1) Each semester shall be for a maximum of sixteen (16) weeks. Each semester shall include eighty (80) scheduled days of instruction and evaluation.
- (2) Teaching members of the unit shall teach their assigned course(s) in accordance with approved course descriptions and class schedules, shall perform other related responsibilities, shall be available at reasonable times to confer with students outside of class, and shall maintain accurate student records.
- (3) During the second week of classes, subject to subsequent modification, the teaching member shall submit to the dean and the class a course outline or overview,

information as to course objectives, topics and assigned time-frames, reading and attendance requirements, and an indication of evaluative and grading mechanisms to be used.

(4) Ratios of lecture hours to laboratory, studio, and clinical hours shall be as set forth in Article X, Section 3A of the principal agreement between the Board and the Congress.

B. Non-teaching Members

Non-teaching members of the unit shall perform duties in accordance with their assigned job descriptions and established work schedules.

C. Indemnity, Hazardous Driving Conditions, Part-Time Employment at Another College, and Health and Safety

Article X, Sections 6B, G, K and L of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff.

Article X – Evaluation

There shall be periodic evaluation as provided by the employer, which may include student evaluation, of all members of the unit. The criterion for the evaluation shall be the quality of performance of professional responsibilities as provided in Article IX of this Agreement for part-time employees. The professional staff member shall be notified in advance of the evaluation and shall be given an opportunity to meet and discuss the evaluation.

Article XI – Discipline

Discipline shall be for just cause.

Article XII – Holidays, Vacations and Sick Leave

All non-teaching unit members shall be granted time off with pay or compensatory time for State holidays on which they would be regularly scheduled to work.

All non-teaching unit members employed for more than ninety (90) scheduled working days and commencing with the third consecutive semester shall receive prorated sick leave in the manner provided by Article XIX of the Agreement between the Congress and the Board covering full-time professional staff.

In addition, such unit members shall receive, commencing the third consecutive semester, on prorated day off with pay per semester in lieu of vacation and personal leave. Use of such day shall be subject to the approval of the president or designee and must be in the semester in which accrued.

Article XIII – Leaves

The Board shall provide for leaves of absence as required by law.

Article XIV – Compensation¹⁵

(1) The part-time lecturer rates for the 2002-2005 contract will be as follows:

	Less Than 18 Hours	More Than 18 Hours
Fall 2002	\$996	\$1073
Fall 2003	\$1046	\$1127
Fall 2004	\$1098	\$1183

(1) The minimum hourly rates for part-time (less than twenty hours per week) Educational Assistants for the 2002-2005 contract shall be as follows:

	Fall 2002	Fall 2003	Fall 2004
Associate’s Degree	\$16.08	\$16.88	\$17.72
Bachelor’s Degree	\$18.61	\$19.54	\$20.52
Master’s Degree	\$22.30	\$23.42	\$24.59
Master’s + 4 Years	\$27.57	\$28.95	\$30.40

(2) Returning part-time (less than twenty hours per week) Educational Assistants shall receive collective bargaining increases as follows:

	Increase	Effective Date
2002-2003	5%	July 1, 2002
2003-2004	5%	July 1, 2003
2004-2005	5%	July 1, 2004

¹⁵ Effective dates of increases under this Article have been adjusted. See Memorandum of Agreement re: Wage Concessions on page 123.

(3) The minima for part-time (less than twenty hour per week) Clinical (Nursing) Educational Assistants shall be as follows for the 2002-2005 contract:

	Fall 2002	Fall 2003	Fall 2004
0-3 years of college	\$36.30	\$38.12	\$40.03
More than 3 years of college	\$40.30	\$42.32	\$44.44

(4) Part-time lecturers teaching courses with a clinical component shall be paid as follows:

Fall 2002	Fall 2003	Fall 2004
\$7,384/course	\$7,753/course	\$8,141/course

(5) There shall be no retroactive payment made during the life of this Agreement to any adjunct faculty member, part-time lecturer or Educational Assistant.

(6) Coaches shall be paid in accordance with Schedule E (Miscellaneous Rates of Pay).

Article XV – Fringe Benefits

For part-time employees who are receiving health insurance benefits, the employer shall continue in force said benefits.

Employees hired after legislative approval of this Agreement who are regularly scheduled to work at least 17-1/2 hours per week shall receive health insurance coverage. Employees (including teaching employees) regularly scheduled for less than 17-1/2 hours per week may obtain health insurance coverage by the employee paying the full premium for said coverage.

Part-time employees retain their rights existing pursuant to the Pension Agreement provided that this provision shall not be deemed to establish or confirm the applicability of said Agreement to unit members.

Section 6 of Article XXI (Travel Expenses and Reimbursements) of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part-time professional staff.

Article XVI – Longevity

Employees shall continue to be eligible for longevity payments for the life of this Agreement in accordance with existing practice.

Article XVII – Workers’ Compensation

Article XXI, Section 5 of the Agreement between the Congress and the Board covering full-time professional staff is incorporated and made a part of this Agreement for part of this Agreement for part-time professional staff.

Article XVIII – Management Rights

The Board retains its rights as specified in Article III of the Agreement between the Board and the Congress. Those inherent management rights not restricted by a specific provision of this Agreement shall not be directly or indirectly subject to grievance or arbitration.

Article XIX – Duration and Extent of Agreement

Articles XXIII, XXIV and XXV of the Agreement between the Congress and the Board covering full-time professional staff are incorporated and made a part of this Agreement for part-time professional staff.

On or after the effective date of any legislation related to the implementation of objective job evaluation, either party may reopen this Agreement for the purpose of negotiating as provided therein.

SIDE LETTER ON INITIAL ESTABLISHMENT OF PTL POOL

The following process shall be used to establish and maintain records of seniority in the PTL pool.

The parties shall draft, and the employer shall mail, a joint letter to all pool-eligible PTLs informing them of the process to be used to establish their seniority date. The process shall include the following elements:

1. The process relies on the good faith of PTLs to identify the date upon which they achieved 18/24-credit pool eligibility as described in the parties’ agreement on part-time job security. It is not the employer’s burden to provide this information to PTLs.
2. PTLs will be directed to provide the following information to the appropriate union office: date on which they achieved 18/24-credit pool eligibility, home telephone number, home e-mail address, if any, and disciplines taught.
3. The Unions collectively will compile the information and present a PTL pool seniority list to the System Office for distribution to colleges, and thereafter shall update the list as necessary.

4. The list will be available at each college. Posting on the college web site shall constitute compliance with this provision.
5. It is the intent of the parties that any errors in the seniority list will be corrected. However, the seniority list shall not be subject to challenge in the grievance procedure.

**SUPPLEMENTAL LETTER OF AGREEMENT RE: COMPENSATION OF
LESS THAN 20-HOUR PER WEEK NONTEACHING EMPLOYEES**

In addition to the terms of the Arbitrator's Award, the parties have agreed to add 2% of the wage base to the compensation of less than 20-hour per week nonteaching employees on a prospective basis only.

**RE: PROFESSIONAL DEVELOPMENT
FOR PART-TIME EMPLOYEES**

Effective with the 2001-02 fiscal year, \$25,000 will be allocated to the colleges, on a pro-rata basis, for reimbursement of approved professional development activities for part-time, less than twenty-hour, employees in the Congress bargaining unit. The funds will be taken from lump-sum dollars available, either in contract account #A802 (promotion, grievance, position level) or in contract account #A804. Dollars distributed to the colleges for part-time professional development which are not expended by April 1 shall become available to supplement professional development payments to principal bargaining unit members. This arrangement will continue indefinitely, unless the Board or the union provides notice of interest in discontinuation which notice must be provided at least thirty (30) days prior to the beginning of the new fiscal year.

* * * *

INDEX

DISCLAIMER: This index is printed for informational purposes only and has no significance with regard to interpretation of this Agreement.

Items in full capitals designate Articles of the Agreement and Supplemental Letters. Items with an initial capital designate Sections of Articles. Lower-case items refer to topics within a Section. Items in quotation marks do not appear as such in the Agreement but are designed to provide additional reference. Abbreviations used: BOT, Board of Trustees; SL, Supplemental Letter; DC, Department Chair; PC, Program Coordinator. Several parts of the Appendix are generally not indexed. For Appendix items see Table of Contents.

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